



# **CITY COUNCIL**

## **REGULAR MEETING**

### **AGENDA**

**FEBRUARY 22, 2021**  
CONVENING AT 7:30 P.M.

**Submitted By**  
**The City Manager**

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***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](mailto:clerk@troymi.gov) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.***

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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](mailto:CityManager@troymi.gov) or 248.524.3330 with questions.

Respectfully,

Mark F. Miller,  
City Manager



# CITY COUNCIL AGENDA

February 22, 2021 – 7:30 PM

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

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

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

Excuse Absent Council Members:

Suggested Resolution

Resolution #2021-02-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council Meeting of February 22, 2021, due to \_\_\_\_\_.

Yes:

No:

**C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:**

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**C-1 Service Commendation for Recreation Director Elaine Bo**

**D. CARRYOVER ITEMS:**

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**D-1 No Carryover Items**

**E. PUBLIC HEARINGS:**

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**E-1 Community Development Block Grant (CDBG) 2021 Funds – Public Hearing**

Suggested Resolution

Resolution #2021-02-

Moved by

Seconded by

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs; and,

WHEREAS, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan; and,

WHEREAS, The City of Troy has duly advertised and conducted a public hearing on February 22, 2021 for the purpose of receiving public comments regarding the proposed use of FY 2021 Community Development Block Grant (CDBG) funds in the approximate amount of \$178,147.00; and,

WHEREAS, The City of Troy found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need:

<u>Account Number</u>	<u>Project Name</u>	<u>Amount</u>
172170-731332	Parks, Recreational Facilities	\$124,703.00
172160-732170	Public Services (Yard Services)	\$ 53,444.00

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to submit the City of Troy CDBG application to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby **AUTHORIZED** to execute all documents, agreements, or contracts which result from this application to Oakland County.

Yes:

No:

## **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:**

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**H-1 No Postponed Items**

**I. REGULAR BUSINESS:**

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**I-1 Board and Committee Appointments: a) Mayoral Appointments – Board of Review; b) City Council Appointments – Liquor Advisory Committee**

**a) Mayoral Appointments:**

Suggested Resolution  
Resolution #2021-02-  
Moved by  
Seconded by

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

**Board of Review**  
Appointed by Mayor  
3 Regular Members  
3 Year Term

**Term Expires: 1/31/2024****Frank Strahl**

Term currently held by: Frank Strahl

Yes:

No:

**b) City Council Appointments:**Suggested Resolution

Resolution #2021-02-

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:

**Liquor Advisory Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Term Expires: 1/31/2024****David Ashland**

Term currently held by: David Ashland

**Term Expires: 1/31/2024****Ann Comiskey**

Term currently held by: Ann Comiskey

**Term Expires: 1/31/2024****Max Ehlert**

Term currently held by: Max Ehlert

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, Traffic Committee, Zoning Board of Appeals**

**a) Mayoral Nominations:**Suggested Resolution

Resolution #2021-02-

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	12/14/2022	4/30/2023	
Noguez-Ortiz	Carolina	12/19/2019	4/30/2023	GTAC exp 10/30/22
Sweidan	Rami	4/28/2022	4/30/2023	
Vacancy			4/30/2021	Mr. Salgat resigned 10/15/19
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
Beyer	Joseph	10/26/2022	
Chanda	Hirak	12/30/2022	
Marrero-Laureano	Alexander	10/26/2022	
McGerty	Ryan	9/18/2022	
Rahman	Mahfuzur	9/24/2022	
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; DDA; LDFA

Blair	Timothy	6/17/2017	9/30/2023	In District	
Bush	Cheryl	7/13/2022	9/30/2024	In District	
Keisling	Laurence	9/11/2022	9/30/2024	At Large	
Kiriluk	Alan	9/29/2022	9/30/2024	In District	
Knollenberg	Martin	6/28/2021	9/30/2023	In District	
Koza	Kenny	9/18/2019	9/30/2021	In District	
MacLeish	Daniel	6/15/2019	9/30/2021	In District	
Reschke	Ernest	10/4/2020	9/30/2022	At Large	
Schroeder	Douglas	10/23/2016	9/30/2022	At Large	
Tomcsik-Husak	Tara	9/22/2022	3/30/2024	In District	
Vacancy			9/30/2022	At Large	Ward Randol Jr. resigned 2/1/21
Vacancy			9/30/2023	In District	Brian Mioduszewski resigned 12/15/20

**Nominations to the Downtown Development Authority:****Term Expires: 9/30/2022**

Term currently held by: Vacancy – Ward Randol Jr. resigned 2/1/2021

**Term Expires: 9/30/2023**

Term currently held by: Vacancy – B. Mioduszewski resigned 12/15/2020

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Ashland	David	11/14/2021	At Large	Liquor Adv Comm exp 1/31/21
Beyer	Joseph	10/26/2022	In District	
Crawford	Timothy	6/26/2021	At Large	
Forster	Jeffrey	12/26/2021	At Large	Personnel Bd exp 4/30/21
Kornacki	Rosemary	12/14/2022	At Large	Brownfield Redev Auth exp 4/30/23
Malalahalli	Jayalakshmi	11/20/2021	At Large	
McGerty	Ryan	2/25/2022	At Large	
Schick	Michael	12/22/2022	At Large	
Sekhri	Suneel	12/20/2021	At Large	
Sekhri	Arun	9/24/2022	At Large	
Shepherd	John	4/22/2021	At Large	

Singh	Inderpal	11/12/2021	At Large	
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### 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			Council Member
Bica-Grodsky	Lisa	9/23/2022	10/30/2023	
Burrus	MiVida	7/15/2018	10/30/2022	
Fakhoury	Awni	4/28/2018	10/30/2021	
Hao	Kaitlin		10/30/2022	
Lu	Allison	10/1/2022	7/31/2021	Student
Mohideen	Syeda	8/24/2020	10/30/2021	
Natcheva	Daniela	11/8/2021	10/30/2022	
Noguez-Ortiz	Carolina	12/19/2019	10/30/2022	Brownfield Redev Auth exp 4/30/23
Sekhri	Suneel	12/20/2021	10/30/2021	
Tholakapalli	Arjun	4/10/2021	7/31/2020	Student
Vacancy			10/30/2020	Rebecca Chamberlain-Creangă resigned 2/26/20
Vacancy			10/30/2020	Cathleen Francois requested No Reappointment
Zhou	Yudong	10/23/2021	10/30/2022	

#### **Nominations to the Global Troy Advisory Authority:**

##### **Unexpired Term Expiring: 10/30/2023**

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

##### **Term Expires: 10/30/2023**

Term currently held by: Vacancy – Cathleen Francois – No  
Reappointment

#### **Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Ali	Aleem	1/2/2021	
Cicchini	Philippe	4/28/2022	
DiFalco	Melissa	12/2/2021	
Faiz	Iqbal	12/4/2022	
Fox	Tyler	11/15/2021	
Jones	Kelly	12/11/2021	Liquor Adv Comm exp 1/31/23
Marrero-Laureano	Alexander	10/26/2022	
Patel	Hitesh	2/2/2023	
Rahman	Mahfuzur	9/24/2022	
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	Charter Rev Comm exp 4/30/2022
Hodorek	Ellen		11/8/2021	Alternate; City Council	City Council, LDFA exp 11/8/2021
Hoef	Paul V.	12/14/2022	6/30/2023	Resident Member	EDC exp 4/30/2015; LDFA exp 6/30/2023
Hunter	Daniel			Oakland County Designee	
Vacancy			6/30/2024	Resident Member	D. Shield's term exp 6/30/2016 - No Reappointment
Vacancy			6/30/2024	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: 6/30/2024****Resident Member**

Term currently held by: Vacant

**Term Expires: 6/30/2024****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	
Rahman	Mahfuzur	9/24/2022	
Schick	Michael	12/22/2022	
Shepherd	John	4/22/2021	
Sweidan	Rami	4/28/2022	Brownfield Redev Auth exp 4/30/2023
Yu	Fu-Shin	8/20/2021	

Yes:

No:

**b) City Council Nominations:****Suggested Resolution**

Resolution #2021-02-

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	Notes 3
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	Requests Reappointment
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 3/1/2023

**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	Notes 3
Dickson	M. Aileen		City Charter		
Philo	Harry	1/2/2021	1/31/2021	Democrat	Requests Reappointment
Watts	Ray	6/17/2022	1/31/2021	Republican	Requests Reappointment

**Nominations to the Election Commission:****Term Expires: 1/31/2022**

Term currently held by: Ray Watts

**Term Expires: 1/31/2022**

Term currently held by: Harry Philo

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Comiskey	Ann	12/14/2022	
Hashmi	Amin	12/16/2021	
Sadlier	Stephen	2/15/2023	

**Traffic Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Huotari	William		Ex-Officio Member		
Johnson	Donald	1/11/2020	1/31/2021		No Reappointment
Kilmer	Richard	1/9/2019	1/31/2023		
Nastasi	Frank		Ex-Officio Member		
Nurak	Cindy	1/16/2021	1/31/2022		
Petrulis	Al	12/16/2021	1/31/2023		ACAB exp9/30/2021; HDC EXP 3/1/2023
Roberts	David		Ex-Officio Member		
Shende	Alankar	7/18/2021	7/31/2021	Student - Graduates 2021	
Sivaraman	Sunil	12/22/2020	1/31/2022		
Wilsher	Cynthia	1/18/2020	1/31/2021		Requests Reappointment
Ziegenfelder	Peter	12/4/2021	1/31/2023		

**Nominations to the Traffic Committee:**

**Term Expires: 1/31/2024**

Term currently held by: Donald Johnson-No Reappointment

**Term Expires: 1/31/2024**

Term currently held by: Cynthia Wilsher

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Nehar	2/3/2023	
Ali	Aleem Quader	1/2/2021	
Chanda	Hirak	11/25/2021	Hist Dist Comm exp 3/1/2021
Swaminathan	Abiramasundari	3/6/2022	
Arjun	Tholapakalli	4/10/2021	Student – Graduates 2021

### Zoning Board of Appeals

Appointed by Council  
7 Regular Members; 2 Alternates  
3 Year Term

#### Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Bossenbroek	Michael	4/27/2022	4/30/2023		
Clark	Glenn	4/16/2020	4/30/2021		
Desmond	Thomas	5/7/2017	4/30/2021		
Eisenbacher	David	3/16/2018	4/30/2022		
Green	Aaron	7/14/2022	4/30/2022		
Kaltsounis	Orestis Rusty	10/14/2022	1/31/2021	Alternate	Requests Reappointment
Kenkre	Mahendra	1/4/2023	1/31/2021	Alternate	Requests Reappointment
McCauley	James	1/12/2019	4/30/2023		
Rahman	Sadek	10/15/2022	12/31/2021		

#### Nominations to the Zoning Board of Appeals:

**Term Expires: 1/31/2024**

**Alternate**

Term currently held by: Orestis Rusty Kaltsounis

**Term Expires: 1/31/2024**

**Alternate**

Term currently held by: Mahendra Kenkre

#### Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Nehar	2/3/2023	
Chambers	Barbara	12/4/2021	
Frisen	Sande	12/4/2021	



Hashmi	Amin	12/16/2021	
Kaltsounis	Orestis	10/14/2022	Alternate; Requests Regular Appointment
Malalahalli	Jayalakshmi	11/20/2021	
Premo	John	1/2/2022	
Rauch	Gerald (Jerry)	12/4/2021	
Sweidan	Rami	6/26/2021	

Yes:

No:

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### I-3 No Closed Session Requested

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### I-4 2021 City Council Meeting Schedule (*Introduced by: Robert J. Bruner, Assistant City Manager*)

#### Suggested Resolution

Resolution #2021-02-

Moved by

Seconded by

RESOLVED, That Troy City Council **RESCHEDULES** a Special Meeting at 6:00 PM as follows:

Tuesday, March 23, 2021

Cancelled

Wednesday, March 24, 2021

Personnel Evaluations

BE IT FURTHER RESOLVED, That Troy City Council **MAY RESCHEDULE** and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes:

No:

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### I-5 Standard Purchasing Resolution 8: Best Value Award – Community Planning and Consulting Services (*Introduced by: Brent Savidant, Community Development Director, and Ben Carlisle, Principal Planner*)

#### Suggested Resolution

Resolution #2021-02-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide three-year requirements of Community Planning and Consulting Services with the option to renew for two (2) additional years to *Carlisle / Wortman Associates, Inc of Ann Arbor, MI* as a result of a best value process, in accordance with the Agreement and fees as listed in Exhibit A, contained herein

for SOQ-COT 21-16 opened on January 14, 2021, a copy of which shall be **ATTACHED** to the original Minutes of this meeting;

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

BE IT FINALLY RESOLVED, That the Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the Agreement for Community Planning and Consulting Services once in acceptable form to expire March 31, 2024.

Yes:

No:

## **J. CONSENT AGENDA:**

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

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#### Suggested Resolution

Resolution #2021-02-

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**

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### **J-2 Approval of City Council Minutes**

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#### Suggested Resolution

Resolution #2021-02-

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

- a) Special Joint City Council and Downtown Development Authority Minutes-Draft – February 3, 2021
- b) City Council Minutes-Draft – February 8, 2021

### **J-3 Proposed City of Troy Proclamations:**

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#### Suggested Resolution

Resolution #2021-02-

- a) Proclamation to Recognize International Women's Day- March 8, 2021
- b) Resolution to Honor the City of Troy Residents Who Lost Their Lives Due to the COVID-19 Pandemic

---

**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 21-01 – Indusco Court Water Main Replacement**

Suggested Resolution  
Resolution #2021-02-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 21-01, Indusco Court Water Main Replacement, to *Springline Excavating, LLC, 32945 Folsom, Rd., Farmington Hills, MI 48336* for their low total bid amount of \$1,218,337.20; a copy of the bid tabulation shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 15% of the total project cost.

- b) **Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative – Community Center Tankless Hot Water System**

Suggested Resolution  
Resolution #2021-02-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Limbach Inc. of Pontiac MI* to furnish all labor, materials and equipment to install a tankless hot water system at the Community Center for an estimated cost of \$126,700 with a 10% contingency not to exceed amount of \$139,400 at the prices detailed in the proposal and per the Oakland County Purchasing Cooperative Contract #005013.

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

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**J-5 Oakland County Interlocal Agreement – Restaurant Assistance**

Suggested Resolution  
Resolution #2021-02-

WHEREAS, Restaurant and bar establishments have experienced significant hardships as a result of the COVID-19 pandemic and State of Michigan Health Department directives; and,

WHEREAS, Oakland County has established the Oakland County Restaurant Relief Program; and,

WHEREAS, The City of Troy is participating in this program to assist our local restaurants and bars during this very difficult time; and,

WHEREAS, On December 7, 2020, the Oakland County Board of Commissioners allocated \$3 million dollars for cities, villages and townships to assist restaurants, bars and cafes to adapt their operations for outdoor dining and also to support (when allowed) the safe reopening of these establishments. To address the urgent need, the County developed a two-phase grant program to support restaurants, bars and cafes during COVID-19; and,

WHEREAS, In Phase I of the program, the County made available to cities, villages and townships certain types of products and supplies for distribution to restaurants, bars and cafes. Supplies offered include greenhouses/igloos, propane heaters, electrostatic sprayers, disinfectant and propane tanks. Six Troy restaurants, bars and cafes applied for Phase I program assistance and were approved for most of what was requested (with some quantity limitations); and,

WHEREAS, In Phase II of the program, the County is offering additional products and reimbursements to qualified restaurants, bars and cafes for the establishment of outdoor dining areas. Up to \$230,000 in reimbursement funding was approved by Oakland County for Troy restaurants. The City of Troy expects to assist at least 16 restaurants in Phase II, impacting approximately 370 jobs; and,

WHEREAS, The City of Troy partnered with the Troy Chamber of Commerce to help publicize the program and to identify program participants; and,

WHEREAS, City of Troy staff provided administrative and coordination services for the program. City of Troy staff also worked with vendors to facilitate prompt product delivery and/or pickup. Program recipients were connected to the City's Building and Fire Departments in order to ensure local code compliance; and,

WHEREAS, In order for local communities to participate in this Restaurant Relief Program, Oakland County is requiring each community to execute an Interlocal Agreement; and,

WHEREAS, Management recommends approval of the Interlocal Agreement for the Oakland County Restaurant Relief Program.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement for the Oakland County Restaurant Relief Program and **AUTHORIZES** the Mayor and Clerk to execute the agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-6 Sub-Recipient Agreement Between Oakland and City of Troy for 2021 High Intensity Drug Trafficking Area (HIDTA) Grant**

Suggested Resolution  
Resolution #2021-02-

WHEREAS, The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking

within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws; and,

WHEREAS, Troy Police Department provides a full-time investigator for participation in NET; and,

WHEREAS, NET has entered into a Grant agreement with the Michigan High Intensity Drug Trafficking Area of the United States Office of National Drug Control Policy whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs; and,

WHEREAS, A Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement for qualifying costs associated with the Troy PD investigator assigned to NET;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached 2021 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the 2021 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

#### **K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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**K-1 Announcement of Public Hearings: None Submitted**

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

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#### **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

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**N-1 Council Referral From Council Member Ellen Hodorek – Proclamation Requesting Assistance From Federal and State Elected Officials to Address Two Issues From the Modernize I-75 Project**

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Suggested Resolution

Resolution #2021-02-

Moved by

Seconded by

WHEREAS, Plans for the Modernize I-75 project were announced in February 2016 by then-Oakland County Executive L. Brooks Patterson, to rebuild and widen I-75, the interstate highway that runs through the City of Troy. The Michigan Department of Transportation is facilitating the completion of this project, which must comply with federal guidelines. The City of Troy does not have any authority or control over the completion of this project; and,

WHEREAS, The I-75 highway rebuild required the removal of what was essentially a natural sound barrier of trees and brush to allow for the additional space for the construction work; and,

WHEREAS, While it is understood the project includes plans for new landscape plantings, it will take years for those plantings to mature, and it is also unknown if the approved project landscaping will be effective in reducing the sound emanating from the I-75 traffic to the levels experienced prior to the commencement of the I-75 rebuild project; and,

WHEREAS, The Troy City Engineer has pursued and exhausted any options available to the City of Troy on behalf of its affected property owners, including but not limited to sound testing through the Michigan Department of Transportation. However, there are timing and density requirements in federal regulations that result in the denial of requests to replace and install the type of noise abatement that is logically required to ensure the modernization effort does not result in the deterioration of quality of life in the affected residential area; and,

WHEREAS, Many residents have rightfully sounded the alarm about this issue impacting a significant section of Troy found adjacent to I-75 from approximately Crooks to Coolidge to Beach to Adams, where the noise reverberation increased after the installation of a wall on the other side of the highway, which was the first phase of the I-75 widening project; and,

WHEREAS, In addition to addressing substantial noise complaints from residents, the Troy City Council has also received a number of complaints from Troy business owners, who have been detrimentally impacted by significant delays in completion of the diverging diamond interchange at Big Beaver Road, adding months to the Big Beaver lane closures and difficulties for the businesses located in that area. This has created an additional key area requiring attention; and,

WHEREAS, Michigan State Senator Mallory McMorrow and Michigan House Representative Padma Kuppa have also been approached about these issues and are also striving to address them, with a clear understanding of the impact to Troy residents and businesses;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council **URGES** Michigan Governor Gretchen Whitmer to join Senator McMorrow and Representative Kuppa as they work with us on behalf of the Troy constituents to address the two aforementioned areas.

BE IT FURTHER RESOLVED, That Troy City Council **CALLS UPON** all of our elected officials, (including U.S. Senator Gary Peters, U.S. Senator Debbie Stabenow, and U.S. Congresswoman Haley Stevens) to support our effort and to know we stand ready to work with you to seek solutions to these unintended consequences of the Modernize I-75 project and rectify them as soon as possible, which is in the best interest of the City of Troy and its impacted residents and businesses.

Yes:

No:

**O. REPORTS:**

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**O-1 Minutes – Boards and Committees:**

- a) Employees' Retirement System Board of Trustees-Final – December 9, 2020
  - b) Civil Service Commission (Act 78)-Final – December 29, 2020
- 

**O-2 Department Reports:**

- a) Resident Engagement and Priority Study
  - b) Annual Planning Commission Report
  - c) Troy Nature Society Financial Statements and Annual Report for Fiscal Year Ending 2020
  - d) City of Troy's Snow and Ice Control Procedure – Service Level Report
- 

**O-3 Letters of Appreciation:**

- a) To Kurt Bovensiepe from Joe Haddad Regarding Troy RYDE
  - b) To Troy Public Library from Daniel O'Brien for Excellent Service
- 

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

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**P. COUNCIL COMMENTS:**

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**P-1 No Council Comments Advanced**

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**Q. CLOSED SESSION**

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**Q-1 No Closed Session Requested**

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**R. ADJOURNMENT:**

Respectfully submitted,



Mark F. Miller  
City Manager

**2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

March 10, 2021 ..... Special Joint City Council and Global Troy Advisory Committee  
March 23, 2021 ..... Personnel Evaluations  
April 19, 2021 ..... Budget Discussions  
April 22, 2021 ..... Budget Discussions

**2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

March 8, 2021 ..... Regular Meeting  
March 22, 2021 ..... Regular Meeting  
April 12, 2021 ..... Regular Meeting  
April 26, 2021 ..... Regular Meeting  
May 10, 2021 ..... Regular Meeting  
May 24, 2021 ..... Regular Meeting  
June 14, 2021 ..... Regular Meeting  
June 28, 2021 ..... Regular Meeting  
July 12, 2021 ..... Regular Meeting  
July 26, 2021 ..... Regular Meeting  
August 9, 2021 ..... Regular Meeting  
August 30, 2021 ..... Regular Meeting  
September 13, 2021 ..... Regular Meeting  
September 27, 2021 ..... Regular Meeting  
October 11, 2021 ..... Regular Meeting  
October 25, 2021 ..... Regular Meeting  
November 8, 2021 ..... Regular Meeting  
November 22, 2021 ..... Regular Meeting  
December 6, 2021 ..... Regular Meeting  
December 13, 2021 ..... Regular Meeting



## **SERVICE COMMENDATION RECREATION DIRECTOR ELAINE BO**

**WHEREAS, Elaine Bo** began her employment with the City of Troy on January 6, 1992 as a Recreation Supervisor with Troy's Parks and Recreation Department. Prior to Troy, Elaine worked as a Playground Supervisor with Woodhaven Parks and Recreation, Recreation Coordinator for the Downtown Recreation Commission in Algonac, and Youth Coordinator for West Bloomfield Parks and Recreation; and

**WHEREAS,** As a Troy Recreation Supervisor **Elaine** organized and administered enrichment classes, special events, summer day camps, babysitting service, ski program, year-round preschool, tennis and dance programs. She was responsible for a program budget of \$750,000; preparing and maintaining records, reports, and promotional materials; and hiring, training and supervising 45 part-time/seasonal employees and up to 100 volunteers; and

**WHEREAS,** In 2000 through 2011, **Elaine** also worked as a Building Supervisor for the Community Center, supervising the full-time custodial and front desk staff, processing permits, and handling patron concerns in addition to her programming responsibilities. She was one of the Recreation Team members for the design and construction of the 130,000 square foot Community Center; and

**WHEREAS,** In 2002, **Elaine** became responsible for designing the quarterly Recreation Department magazine and marketing the department. In 2011, **Elaine** took on the responsibility for organizing, administering, and marketing all fitness programs, personal trainers, massage therapists, and fitness center pass sales; and

**WHEREAS,** On December 21, 2013, **Elaine** became the City of Troy's Recreation Director working tirelessly with her staff to provide outstanding recreation programs, classes, events, and services to the Troy community. Some of **Elaine's** major accomplishments include securing the DMC agreement in 2017 to provide a clinic within TCC; securing long term contracts with Troy Racquet Club, Indigo Golf and Troy Nature Society; successfully launching the Dog Park memberships, coordinated with IT, DPW and Finance Departments; and meeting budget expectations every year with the exception of COVID in 2020; and

**WHEREAS, Elaine** received her Bachelor of Arts degree in Parks and Recreation Administration with a concentration in Community Recreation from Central Michigan University. During her career **Elaine** served as a member of the Michigan Recreation and Parks Association for many years, and served as Board Member from 1998-2000; and

**WHEREAS, Elaine** retired from the City of Troy on March 5, 2021 after 29 years of dedicated service and the utmost respect from the Troy employees, Community Center patrons, and countless members of the Michigan Recreation and Parks Association; and

**WHEREAS, Elaine** will now enjoy more time with her husband **Keith** (married 31 years on November 11), daughter **Sarah** and son **Greg**; as well as traveling, spending time up north on the water, finishing scrapbooking projects, and long walks with Tucker, their golden retriever;

**NOW, THEREFORE, BE IT KNOWN,** That the Mayor and City Council of the City of Troy take this opportunity to express their appreciation to **Recreation Director Elaine Bo** for her professionalism and her many contributions to the Troy Recreation Department for the betterment of the community; and

**BE IT FURTHER KNOWN,** That the Mayor and City Council of the City of Troy, City Management, and the citizens of the City of Troy, extends wishes of prosperity, good health and happiness to **Elaine** during her well-deserved retirement years.

**Presented the 22<sup>nd</sup> day of February 2021.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: February 11, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Facilities & Grounds Operations Manager  
Cindy Stewart, Community Affairs Director

Subject: Community Development Block Grant (CDBG) 2021 Funds – Public Hearing

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### **Background**

Oakland County has advised the City of Troy to use \$178,147.00 as our planning estimate for program year 2021.

The following projects are being recommended for the 2021 CDBG program:

Parks-Recreational Facilities: Continuation of Retrofit at FF Park, Part 3	\$124,703.00
Public Services – Yard Services (Yard Assistance)	<u>\$ 53,444.00</u>
Total:	\$178,147.00

Federal regulations require Oakland County as an “urban county” grantee to execute an annual Subrecipient Agreement with each participating community. We will submit the signed Agreement with our application.

### **Recommendation**

It is recommended that City Council approve the Community Development Block Grant (CDBG) PY2021 application. The PY2021 Application project funds will be used for two different projects. The first project is to retrofit part of the existing grassy area at the Firefighters Park soccer fields to an asphalt path wide enough for wheelchair accessibility for persons with disabilities to get to the fields and bleachers. This is a continuation of the project from 2019-20 and the 2021 funds will finalize this project. The cost will be \$124,703 for this project.

Thirty percent (maximum allowed) of the PY2021 funds (\$53,444) will also fund the City’s Yard Assistance Program (formerly called Home Chore) offering mowing of lawns in the spring/summer/fall plus a spring and fall yard cleanup; and plowing driveways and sidewalks in the winter. This program serves low income seniors and persons with disabilities.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: February 9, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Sarah R. Ames, Assistant to the City Manager

Subject: 2021 City Council Meeting Schedule (Introduced by: Robert J. Bruner)

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### History

The City Council approved its calendar year 2021 Regular Meeting schedule on November 9, 2020. The schedule also included two Special Meetings for presentation of the proposed fiscal year 2021-2022 budget in accordance with City Charter Section 8.2. In addition to these regular and special budget meetings, the City Council scheduled a Special Meeting for performance evaluations with the City Attorney and City Manager on Tuesday, March 23, 2021.

A regular Planning Commission meeting is also scheduled for Tuesday, March 23, 2021. The City is not currently capable of holding two electronic meetings simultaneously so the special City Council meeting must be rescheduled. Performance evaluation meetings with the City Attorney and City Manager should be scheduled between Monday, March 22, 2021 and Friday, April 9, 2021 consistent with the annual performance review schedule in each employment agreement.

Monday, March 22, 2021	7:30 PM City Council
Tuesday, March 23, 2021	7:00 PM Planning Commission
Wednesday, March 24, 2021	
Thursday, March 25, 2021	
Monday, March 29, 2021	Troy School District Spring Break
Tuesday, March 30, 2021	Troy School District Spring Break
Wednesday, March 31, 2021	Troy School District Spring Break
Thursday, April 1, 2021	Troy School District Spring Break
Monday, April 5, 2021	
Tuesday, April 6, 2021	
Wednesday, April 7, 2021	3:00 PM Building Code Board of Appeals
Thursday, April 8, 2021	

### Recommendation

The following Special Meeting date is recommended:

Wednesday, March 24, 2021      Personnel Evaluations

This meeting will be held at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure.



500 West Big Beaver  
Troy, MI 48064  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: February 16, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Lisa Burnham, Controller  
R. Brent Savidant, Planning Director  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8: Best Value Award – Community Planning and Consulting Services

## Background

- The City utilizes Planning Consultants to aide staff with zoning and planning projects, programs, policy development, investigations and reports.
- Carlisle/Wortman Associates, Inc. (CWA) has been the Planning Consultant for the City of Troy since 2001 and has successfully provided a high level of Community Planning Services over that period of time.

## Purchasing

- On January 14, 2021, Statements of Qualifications (SOQ) were received as required by the City Charter and Code for Community Planning Services for the City of Troy.
- 457 firms were notified via the Michigan Intergovernmental Trade Network (MITN) website: [www.mitn.info](http://www.mitn.info) with two (2) proposals received. Below is a summary of MITN posting.

<b>Companies notified via MITN</b>	<b>457</b>
Troy Companies notified via MITN	15
Troy Companies - Active email Notification	15
Troy Companies - Active Free	0
Companies that viewed the bid	36
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.

- After review of the proposals, Carlisle/Wortman Associates, Inc., the current Planning consultant for the City, was the only firm to meet the pass/fail criteria making the interview process unnecessary.
- A Detailed Pricing Proposal was requested and received from the firm on February 8, 2021. Based on the Pass/Fail criteria for the statement of qualifications and detailed proposal analysis, the department recommends awarding the contract to the highest rated respondent, Carlisle/Wortman Associates, Inc. (CWA) of Ann Arbor, Michigan.

## Fund Availability

Contractual Services funds are available in the Planning Department Budget.



500 West Big Beaver  
Troy, MI 48084  
troymt.gov

## CITY COUNCIL AGENDA ITEM

### **Recommendation**

City Management recommends awarding a three (3) year contract to Carlisle/Wortman Associates, Inc. of Ann Arbor, MI with an option to renew for two (2) additional years as a result of a best value process for Community Planning and Consulting Services per the fees as contained in Exhibit A.

### **Attachments:**

1. Agreement for Planning and Consulting Services
2. Exhibit A – Fees
3. Pass/Fail Criteria, Community Planning Services
4. Proposal submitted by Carlisle/Wortman Associates, Inc.
5. Request for Proposals SOQ-COT 21-16

**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

THIS AGREEMENT entered into on **April 1, 2021**, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and **Carlisle/Wortman Associates, Inc 117 N First Street, Suite 70, Ann Arbor, MI 48104**, hereinafter referred to as a the “Consultant” or “Consultant”.

WHEREAS, The City desires to engage the “Consultant” to provide planning services as set forth herein.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

**SECTION 1.0**

**PLANNING SERVICES**

The “Consultant” for his part agrees to provide planning assistance at the request of the Client. Such assistance may include zoning and planning investigations and reports, review of development projects and /or consultation with City staff regarding planning and development programs and policies.

**SECTION 2.0**

**COLLECTION OF DATA**

It is understood that the “Consultant” will have the cooperation of the “City” in the collection of basic data and other information for the above work.

**SECTION 3.0**

**PAYMENT FOR SERVICES**

3.1 Planning Consultant – At the request of the “City”, the “Consultant” shall perform periodic investigations relative to community planning, zoning, economic development, community development, and other matters.

Such periodic investigations shall be performed at the rates provided in the Request for Proposal and outlined in Exhibit A.

3.2 Meeting Attendance – The “Consultant” shall attend regularly scheduled meetings of the Planning Commission and City Council, as requested by the “City” and subject to the availability of the “Consultant”.

Such meeting attendance shall be performed at the hourly rates set forth in Exhibit A.

3.3 Development Review – The “Consultant” shall coordinate and review land development proposals such as site plans, site condominiums, and special land use as requested by the “City” in accordance with the hourly rates as set forth in Exhibit A.

3.4 Special Projects – Periodically the “Consultant” may be requested by the “City” to perform a project which is beyond the scope of a minor investigation anticipated in Exhibit A. The “City” may request the “Consultant” to provide the “City” with an estimate cost of services which may be provided on a cost not-to-exceed or lump sum basis.

3.5 Terms of Payment – The “Consultant” shall present the “City” an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the “City”.

3.6 Negligence – The “Consultant” will be held responsible for additional costs resulting from negligence, mismanagement, delays or improper guidance. When it can be established that the “Consultant” is clearly at fault, these additional costs will be borne by the “Consultant”.

**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

**SECTION 4.0**

**OWNERSHIP OF MATERIALS**

All documents or other materials prepared by the "Consultant" under this Agreement shall be considered the property of the "City".

**SECTION 5.0**

**INSURANCE**

The "Consultant" shall not commence work under this agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the City. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. The "Consultant" shall require each of its subconsultants, if any, to maintain the following required insurance. If any insurance is written with a deductible or self-insured retention, the "Consultant" shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the "Planning Consultant's" indemnification of the City.

The "Consultant" and its subcontractors, if any, shall procure and maintain during the life of the agreement the following coverage and produce valid certificates of insurance upon request by the City:

1. Workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include a minimum \$500,000 employers liability coverage.
2. Commercial general liability insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions:
  - a. Per Contract Aggregate (Annual Aggregate Contract Limit)
  - b. Contractual liability
  - c. Products and completed operations
  - d. Independent contractors coverage
  - e. Broad form general liability extensions or equivalent
3. Motor vehicle liability coverage, including Michigan no-fault coverage for all vehicles used in the performance of the contract. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Limits of liability shall not be less than \$1,000,000 per occurrence combined single limit bodily injury and property damage.
4. Professional liability coverage, issued on an "occurrence basis" or "claims made basis", with limits of liability of not less than \$1,000,000 per occurrence/aggregate, or per claim/aggregate if on a "claims made basis". If written on a "claims made basis", the policy must continue for a period of two (2) years following the termination or end date of the contract with the City. Whether on an "occurrence basis" or a "claims made basis", the policy shall include:
  - a. per contract aggregate and
  - b. deletion of all contractual liability exclusions and/or provisions.
5. Additional insured endorsements on both the commercial general liability insurance and motor vehicle liability coverage, as described above, shall include an endorsement stating the following shall be additional insured's:

"The City of Troy, including architects and engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are additional insured." (On an ISO form B or broader.).

DRAFT – Subject to amendment prior to execution

**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

6. Cancellation notice. Worker' compensation insurance, commercial general liability insurance, motor vehicle liability insurance and professional liability insurance, as described above, shall include an endorsement stating that thirty (30) days' advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

**Purchasing Department**  
City of Troy  
500 W. Big Beaver  
Troy, MI 48084

**SECTION 6.0**

**INDEMNIFICATION AND HOLD HARMLESS**

Indemnification, except professional liability. To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

1. Indemnification, professional liability.
  - a. The Consultant expressly agrees to indemnify and hold the City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the Consultant or anyone acting on the Consultant's behalf, in connection with, or incidental to, the contract or work to be performed, except that the Consultant shall not be responsible to indemnify the City for any losses or damages to the extent that same are caused by or result from the gross negligence of the City or any other person or entity.
  - b. To the extent of the Consultant's actual degree of fault, the Consultant's obligation to indemnify and hold the City harmless shall include:
    - i. The obligation to defend the City from any such suit, action or proceeding, and;
    - ii. The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the Consultant's actual fault.
2. The Consultant agrees that it will not settle or resolve any claim or action against the Consultant based upon its acts which includes, or may include, a claim or count against the City or its employees without obtaining a full and complete release in favor of the City with respect to any and all claims or counts against the City except those based upon the gross negligence or willful or wanton misconduct of the City or its employees.
3. The Consultant and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

DRAFT – Subject to amendment prior to execution



**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

SECTION 7.0

CONFLICT OF INTEREST

Provide a statement that the "Consultant" will not perform any services for the City in which there is a conflict of interest, or the appearance of a conflict of interest, with any builder, developer, contractor or private client who is or might be expected to be active in the City.

SECTION 8.0

TERMINATION

The City reserves the right to terminate the contract at any time with the assurance that the "Consultant" shall be entitled to reimbursement for any services rendered prior to the date of termination.

THIS AGREEMENT is executed and made effective as provided above.

**CONTRACTOR:**

By: \_\_\_\_\_

Print Name:

Title/Position:

**CITY OF TROY**

BY: \_\_\_\_\_  
Ethan Baker

\_\_\_\_\_  
Mark F. Miller, City Manager

RESOLUTION NUMBER: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_

\_\_\_\_\_  
Lori Grigg Bluhm, City Attorney

ATTEST: \_\_\_\_\_  
Aileen Dickson, City Clerk



EXHIBIT A

**FEES: COMMUNITY PLANNING AND RELATED SERVICES**

**PROPOSAL A: Hourly Rates for various job classifications**

Hourly rates (to include pay rate, overhead, profit and all other costs) for each of the following classified services:

SERVICES	HOURLY RATES		
	2021	2022	2023
<b>Community Planning Services:</b>			
Principal Planner (R. Carlisle)	\$130	\$135	\$140
Principal Planner (B. Carlisle)	\$110	\$115	\$120
Senior Planner	\$90	\$95	\$100
Landscape Architect	\$90	\$95	\$100

**NOTE:** If a range of rates is provided for a classification, an average cost will be used to represent that classification for comparison purposes.

ORGANIZATION NAME: Carlisle/Wortman Associates



DETAILED PROPOSAL

**DETAILED PROPOSAL**

**PROPOSAL B: Project Team and Reimbursables**

Provide a list identifying the key personnel proposed to be assigned to the City's account including name, certification(s), years of experience and resumes where applicable for the following services:

CLASSIFICATION	INDIVIDUALS NAME	YEARS OF EXPERIENCE	CERTIFICATION			
			ACIP (Y/N)	PCP (Y/N)	RLA (Y/N)	LEED ND (Y/N)
<b>Community Planning Services</b>						
Principal Planner	R. Carlisle	40	Yes			
Principal Planner	B. Carlisle	20	Yes			Yes
Landscape Architect	C. Nordstrom	15			Yes	

Note: Please identify all resumes, copies of certifications and licenses, etc. submitted for individuals in this section with the titles listed above.

Provide a list of reimbursable items and an all inclusive list of other charges.

**No reimbursable for planning consulting projects. Reimbursables may be included only for part of special projects which are typically done on separate scope of work**

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Does your firm charge administrative overhead on subcontracted and/or reimbursable costs or any other fees not listed above? If so, please describe **No administrative reimbursable for planning consulting projects. Reimbursables may be included only for part of special projects which are typically done on separate scope of work**

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In addition, a copy of your firm's complete hourly rate fee schedule by position must be provided. Fee schedule attached and labeled **Fee Schedule** \_\_\_\_\_ for identification purposes.

ORGANIZATION NAME: Carlisle/Wortman Associates

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**EVALUATION FORM**  
**PLANNING & CONSULTING SERVICES**  
**Pass / Fail**

NAME: Carlisle/Wortman Associates, Inc.  
 ADDRESS: 117 N. First Street #70  
 CITY/ STATE/ ZIP: Ann Arbor, MI 48104  
 PHONE / FAX NUMBER: 734.662.2200

<b>OBJECTIVES PASS / FAIL</b>	<b>INFORMATION</b>	<b>GO/NO</b>
1. Certified/Licensed Personnel	Candidate has minimum requirement of AICP certification.	GO
2. Years providing Planning Consulting Services (Min 10 yrs)	Candidate lists 40 years (Principal) and 20 years (Troy representative) experience performing planning duties listed in Scope of Services.	GO
3. Specific individual identified to serve as client contact, prepare reports, attend Planning Department office hours and attend Planning Commission and City Council meetings (Min 10 yrs experience and AICP certification)	Ben Carlisle has AICP certification and 20 years of experience.	GO
4. Insurance – Hold Harmless	Hold Harmless page was complete.	GO
5. References – Positive (3 min)	3 references provided on Organizational Questionnaire. Brent Savidant contacted all 3 references, all 3 provided positive references.	GO

**Carlisle/Wortman Associates passed 5/5 objectives**

REQUEST FOR PROPOSALS FOR

# CITY OF TROY PLANNING AND CONSULTING SERVICES

Submitted to City of Troy

JANUARY 2021



**Carlisle | Wortman**  
ASSOCIATES, INC.

Submitted by Carlisle | Wortman Associates, Inc.

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**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

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January 7, 2021

Aileen Dickson  
City Clerk,  
500 W. Big Beaver  
Road, Troy, MI 48084

**Re: Planning and Consulting Services**

Dear Ms. Dickson,

Carlisle | Wortman Associates, Inc. (CWA) is pleased to have the opportunity to submit a proposal to provide Planning and Consulting Services for the City of Troy. Our multidisciplinary team of professional planners and landscape architects is among the most experienced in the State. Our core service is to act as an expert and extension of the client with the goal of building strong, attractive, and more livable communities. The firm actively serves 50 municipal clients, the majority of which is centered on continuing planning services.

Our team was specifically assembled to provide the precise expertise as it relates to the needs and understanding of the City of Troy. The firm also provides those services listed in the RFP to other similar communities such as Independence Township, City of Berkley, City of Ann Arbor, City of Plymouth, and Northville Township.

Furthermore, we have a long history with the City of Troy having provided planning services for over the past 20 years. In that time, with great partnership with the City staff, we have provided weekly office hours, completed development reviews, assisted in drafting a comprehensive zoning ordinance rewrite, assisted in drafting a comprehensive Master Plan rewrite, and assisted in drafting a Master Plan update. Lastly, we are currently assisting the City with an update to the Master Plan.

Our team has a reputation of service, innovation and reliability that is a known quantity. The Proposal that follows is structured to briefly introduce our approach and set forth a detailed Scope of Services. We look forward to discussing this in more detail. If you have any questions, please contact us at (734) 662-2200.

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**CARLISLE/WORTMAN ASSOC., INC.**  
**Benjamin R. Carlisle, AICP, LEED AP**  
**Principal**

*Richard K. Carlisle, President Douglas J. Lewan, Executive Vice President John L. Enos, Principal*  
*David Scurto, Principal Benjamin R. Carlisle, Principal Sally M. Elmiger, Principal Craig Strong, Principal R. Donald Wortman, Principal*  
*Laura K. Kreps, Senior Associate Paul Montagno, Associate*

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# COVER SHEET

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This proposal was prepared by Ben Carlisle, Principal.

Bidder:  
Carlisle | Wortman Associates  
117 N. First Street  
Suite 70  
Ann Arbor, Mi 48104

Contact:  
Ben Carlisle  
(734) 662-2200  
BCarlisle@cwaplan.com

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# CORPORATE BACKGROUND

SECTION

1

## A PHILOSOPHY OF SERVICE AND COMMITMENT TO MICHIGAN

Carlisle | Wortman Associates, Inc. is well prepared and equally enthused to conduct the scope of services and service specifications described in the Planning and Consultant Services Proposal. Since 1988 Carlisle | Wortman Associates Inc. has been providing public sector clients with professional planning services. Our highly experienced professionals are forward thinking, both experienced and accomplished at finding sound and creative strategies to fit our clients' needs. Our core service is to act as an expert and extension of the City with the goal of building strong, attractive, and more livable communities. Our continuing success is a direct result of the philosophy to which we adhere: responsiveness, commitment, trust, and success.

We have been exclusively servicing Michigan for over thirty-five years. With a commitment to public service, we only provide services for governmental and non-profit entities ranging from townships, cities, and counties to community development organizations and public transit agencies. We take pride in the fact that Carlisle | Wortman Associates does not represent private developers, as we believe this creates a conflict of interest. The firm currently serves 50 clients, the majority of which are centered on continuing planning services. Each client is personally represented by a principal of the firm.

### City of Troy can rely on CWA for:

#### Responsiveness

We believe in constant contact with our clients via telephone, in person meetings, email, and mobile communication and at hours beyond standards business practice.

#### Commitment

We have been working with client communities for over 30 years.

#### Trust

We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

#### Success

We equip our clients for success by sharing our expertise, leadership, and creativity while educating communities to ensure successful solutions.



**Carlisle | Wortman**  
ASSOCIATES, INC.

### *Corporate Information:*

- a. Carlisle | Wortman Associates. Nineteen (19) professional planners with offices located in Ann Arbor, and Troy Michigan. CWA was founded in 1988.
- b. Office Location. Office work would be performed out of the Ann Arbor office.

Points of Contact  
Ben Carlisle, AICP  
Principal-in-Charge

117 N. First Street  
Suite 70  
Ann Arbor, Mi 48104  
(734) 662-2200  
BCarlisle@cwaplan.com

- c. CWA Services include:
  - Continuing planning services
  - Zoning studies and ordinance preparation
  - Development Review
  - Master planning
  - Code enforcement
  - Building Department Services
  - Corridor studies
  - Community energy plans
  - Greenway and open space planning
  - Environmental/watershed planning
  - Park and recreation plans
  - Litigation assistance
  - Economic development plans and studies

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# CITY OF TROY

## PLANNING SERVICES

## SECTION 2

We have continued to enjoy our over 20 year relationship with the City. During that time, the City has accomplished a great deal and should be proud of the numerous successes. We look at our role as an extension and partnership with City staff including City Manager Miller and Community Development Director Savidant.

Principal Ben Carlisle will be the principal-in-charge and project manager. Ben has worked directly with Mr. Miller, Mr. Savidant, the Planning Commission and the City Council for the past 10 years. Founder and President Dick Carlisle will support Ben. Dick is arguably the dean of Michigan's planners. He serves as a trusted advisor, expert witness, speaker, author and advocate for professional planning's best practices.

### Planning Services

CWA is well equipped to assist the City of Troy with day-to-day continuing services. We provide such services to over 50 communities in the southeast Michigan. We can tailor our services based upon the desires and needs of the City. We are currently providing planning services to the City.

### Office Hours

Based on needs of the City, we will provide office hours for one full day per week. We can tailor the work completed in office but typically our in office work includes returning emails and phonecalls, assisting at the counter, meeting with applicants, and coordinating with staff.

### Planning/General Consultation

We will provide day-to-day consultation to municipal staff regarding issues relating to Zoning Ordinance regulations, future land use, site issues, state regulations and other legislative responsibilities.

### Development Review

We will review all development proposals such as site plans, rezoning, special land use requests, PUDs and other matters related to zoning compliance.

### Meeting Attendance

We can attend all Planning Commission, Zoning Board of Appeals, and City Council meetings, as requested.

### Variance Reviews

When requested, we provide reviews of variance requests and attend Zoning Board of Appeals meetings.

### Ordinance Amendments

From time to time, the Zoning Ordinance needs to be revised. In most cases, our office prepares the draft language, working closely with the City Attorney, staff, and the Planning Commission.

- We maintain an office in Ann Arbor less than a sixty (60) minute drive to City Hall.
- We represent over 50 communities in Southeast Michigan, including;
  - o City of Ann Arbor
  - o Independence Township
  - o Pittsfield Township
  - o Village of Clarkston
  - o Ypsilanti Township
  - o City of Northville
  - o City of Plymouth
- Chosen staff for those community planning services are very familiar with the City of Troy and the surrounding areas. Ben Carlisle represents numerous Southeast Michigan communities.

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# CITY UNDERSTANDING

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## SECTION 3

Carlisle|Wortman has a deep understanding and extensive experience working with the City of Troy. Over the past twenty (20) years, we have provided planning and other municipal services to the City.

In that time, with great partnership with the City staff, we have

- Provided weekly office hours;
- Completed hundreds of development reviews;
- Assisted in drafting a comprehensive zoning ordinance rewrite;
- Assisted in drafting a comprehensive Master Plan rewrite, and
- Assisted in drafting the Master Plan update.

We are currently assisting the City with an update to the Master Plan.



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# WORK APPROACH

## SECTION 4

Carlisle | Wortman Associates, Inc. business philosophy is to establish ongoing and long-term relationships with our public sector clients. However, just like our clients, we are constantly growing and evolving to address modern day challenges. Always aware of the issues that face our individual communities we can customize our wide range of services to meet their personal goals. As a result, we pride ourselves on serving numerous communities for periods of over 30 years.

The core of our business has been providing the types of services needed by communities on a day-to-day basis. As such, we understand from our experience that the City seeks a firm that is capable of serving many roles. We have the full in-house capability to provide the services requested by the City of Troy as set forth in the Request for Proposals.

More specifically, our staff is well-versed in each of the requested services required, which include, but are not limited to:

Planning/General Consultation: We will provide day-to-day consultation to municipal staff regarding issues relating to Zoning Ordinance regulations, future land use, site issues, state regulations and other legislative responsibilities. In partnership with the City's Planning Department, we currently providing planning consultation to the City.

Development Review: We will review all development proposals upon request such as site plans, rezoning, special land use requests, PUDs and other matters related to zoning compliance. We provide comprehensive reviews to assist the Planning Commission and Township Board in making a decision on planning issues. In partnership with the City's Planning Department, we currently provide reviews of most developments in the City.

Master Plan: We have prepared and updated over 100 Master Plans over the past twenty-five years, ranging in size of communities from with a population of 350 to over 80,000. We are currently in the process of assisting the City of Troy in their most recent update.

Ordinance Amendments: From time to time, the Zoning Ordinance needs to be revised. In most cases, our office prepares the draft language, working closely with the City Attorney office, staff, and Planning Commission. We've assisted the City in numerous ordinance amendments.

Education and Training: We view this as a continuous process. Our website posts planning articles on topics of interest to our clients. Please see our blog at <http://www.cwaplan.com>. We make our clients aware of changes in legislation and new planning techniques. Included in our retainer, we provide an annual training session either to the Planning Commission, Zoning Board of Appeals, Township Board, or any combination thereof on basic planning and zoning. The topic can be customized based on client interest. Though we host annual training sessions, we view education and training as part of our ongoing responsibility.





#### Additional Planning and Other Services:

Additional services that are available within the Carlisle | Wortman Team include the following:

Community Input and Visioning: Coordination and facilitation of public input workshops, including visioning, goal setting and prioritization, data collection, and community buy-in.

Recreation Planning: Preparation of community recreation master plans, park master plans, greenway plans, and recreational facility design. All plans are written to meet MDNR grant requirements.

Historic Preservation: Preparation of historic district ordinances, historic district surveys and preservation strategies.

Environmental/Watershed Planning: Preparation of site surveys and analysis of natural resources. Drafting of preservation plans. Development of water quality planning tools, including watershed group facilitation, watershed management plan development, and water resource planning.

Expert Testimony: Research and testimony in land use and zoning disputes and condemnation.

Geographic Information: Land use analysis, mapping, presentation development, and computer-aided design services using GIS and CAD technology.

Grant Writing: Research for and preparation of grant applications for a wide array of activities, including transportation, recreation, brownfield redevelopment, environmental preservation, and downtown development projects.

Capital Improvements: Development of various capital planning tools, such as capital improvement plans and building feasibility studies. Facilitation of group meetings involving different municipal departments, elected officials and public leaders.

Code Consultation: Field inspection and follow-up to resolve zoning code infractions. Review of construction documents for compliance with the construction codes related to building, plumbing, electrical, mechanical, and fire suppression. Resolution of non-compliance issues to create plans acceptable for permit issuance.

## PROFESSIONAL STAFF: A FULL-SERVICE CLIENT TEAM METHODOLOGY

We believe in a full-service client team approach. Each Client Team is represented by a Principal-in-Charge, and a project manager, and the team is assembled on the basis of client needs. We have designated a Client Team that includes experience, creativity, and solid professional credentials as well as familiarity with the City of Troy and the surrounding area.

Ben Carlisle, AICP, Principal, will be the Principal-in-Charge. Richard Carlisle will be available for special assignments. Chris Nordstrom, PLA, ASLA, will assist Mr. Carlisle as necessary with landscaping issues.

## PROJECT TEAM



**Richard K. Carlisle, AICP, President** has been practicing community planning for more than thirty-five years. During this time, he has been instrumental in guiding development of diverse communities throughout southeast Michigan, drafting planning and zoning enabling legislation, establishing state-wide community planning policy, and guiding education and growth in both state and national planning associations. His involvement demonstrates his commitment to the deliberate and sustainable growth of Michigan communities. He has also served as an expert witness in over one hundred zoning cases.



**Benjamin R. Carlisle, AICP, Principal**, has over twenty years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, Tax Increment Financing, and economic development. With Carlisle/Wortman Associates, Mr. Carlisle serves as consulting Planner to the Cities of Troy, Berkley, Huntington Woods, and Clarkston, and the Townships of Independence, Pittsfield, Superior, and Ypsilanti. Mr. Carlisle previously served as the Interim Planning Manager for the City of Ann Arbor.

Mr. Carlisle also serves as a planning and zoning trainer for the Michigan Municipal League, and is the former Region IV representative to the American Institute of Certified Planners Board of Commissioners.



**Chris Nordstrom, PLA, ASLA**, is a landscape architect with experience in both public and private sector projects. Chris has a strong interest in resiliency, green infrastructure, and sustainable design and development. He has lead recreation planning efforts for a diverse set of communities, from large, established urban systems to rural communities looking to establish their first recreation properties. Chris' strong graphic skills translate well into plan and landscape designs, giving clients a tool that can be utilized for both marketing and planning efforts. In addition to recreation planning, his experience includes park plans and designs, trail and linear park plans and designs, feasibility studies, municipal infrastructure, large scale property development and marketing, housing designs, and parking studies. Chris' abilities span the areas of graphic communications, public engagement, report writing, and Geographic Information Systems.



**MELISSA KALNASY** is a planner and Geographic Information Systems (GIS) technician who received both her Bachelor's and Master's Degree in Urban and Regional Planning from Eastern Michigan University. Regarding her GIS experience, she is versed in completing data analysis, and updating and creating a variety of maps, including those to help shape Master Plans to those involved in more specialized projects. She has also conducted existing land use surveys in order to accurately reflect client communities in the maps she prepares. Prior to her employment at CWA, she completed her internship with the Van Buren Township Downtown Development Authority.

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**RICHARD K. CARLISLE, AICP, PRESIDENT** has been practicing community planning for more than thirty-five years. During this time, he has been instrumental in guiding development of diverse communities throughout southeast Michigan, drafting planning and zoning enabling legislation, establishing state-wide community planning policy, and guiding education and growth in both state and national planning associations. His involvement demonstrates his commitment to the deliberate and sustainable growth of Michigan communities. He has also served as an expert witness in over one hundred zoning cases.

## EDUCATION

MS, School of Natural Resources | Ohio State University

Graduate Study, City and Regional Planning Program |  
Georgia Institute of Technology

BS, Social Studies | Miami University

## EXPERIENCE

President, Carlisle|Wortman Associates, Inc.  
Ann Arbor, MI, 1991-Present

President, Code Enforcement Services, Inc.  
Ann Arbor, MI, 1999-2008

Owner, Carlisle Associates, Inc.  
Ann Arbor, MI, 1988-1991

Independent Contractor, Richard K. Carlisle, PCP  
Ann Arbor, MI, 1985-1988

Vice President, Community Planning & Management, P.C.  
Ann Arbor, MI, 1982-1985

Associate, Ayres, Lewis, Norris & May, Inc.  
Ann Arbor, MI, 1977-1982

County Drain Commissioner, Washtenaw County  
Ann Arbor, MI, 1976-1977

Planner, Great Lakes Basin Commission  
Ann Arbor, MI, 1975-1976

Planner, Ohio Department of Natural Resources  
Columbus, OH, 1973-1974



## CREDENTIALS

Registered Professional Community Planner,  
State of Michigan | License No. 552

American Institute of Certified Planners |  
Membership No. 15344

## PROFESSIONAL ACTIVITIES

Michigan Municipal League,  
Municipal Official Trainer, 2007-present

Governor's Land Use Council,  
Resource Team Technical Advisor, 2003

Michigan Society of Planning,  
President, 2000-2001  
Board of Directors, 2000-2002

American Planning Association,  
Chapter President's Council, 2000-2001

## HONORS

Michigan Association of Planning, Presidents Award: 2011

Oakland County Heritage Partner Award, 2003

Michigan Society of Planning Officials, Honor Award: 1981,  
1988, 1995, 1998, 2000, 2009

American Society of Landscape Architects, Michigan  
Chapter Merit Award, 1988

\*FULL CV AVAILABLE UPON REQUEST



BENJAMIN R. CARLISLE, AICP, PRINCIPAL, has twenty years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, Tax Increment Financing, and economic development. With Carlisle/Wortman Associates, Mr. Carlisle serves as principal-in-charge to the Cities of Troy, Berkley, and Huntington Woods, and the Townships of Pittsfield, Superior, and Ypsilanti. Mr. Carlisle previously served as the Interim Planning Manager for the City of Ann Arbor.

Mr. Carlisle also serves as a planning and zoning trainer for the Michigan Municipal League, and is the former Region IV representative to the American Institute of Certified Planners Board of Commissioners.

## EDUCATION

BA, Urban Planning and Geography | Miami University

MUPP, Urban and Regional Planning | University of Illinois - Chicago

## EXPERIENCE

Principal, Carlisle|Wortman Associates, Inc.  
Ann Arbor, MI, 2011 - Present

Senior Planner, Teska Associates, Inc.  
Evanston, IL, 2007 - 2011

Planner II, City of Highland Park  
Highland Park, IL, 2003 - 2007

Economic Development Consultant, City of Chicago  
Chicago, IL, 2001-2003



## PROFESSIONAL CERTIFICATIONS

American Institute of Certified Planners |  
Reg. # 136134

LEED Accredited Professional Leadership in Energy  
& Environmental Design

Form Based Code Institute Certified

## PROFESSIONAL AFFILIATIONS

AICP Board of Commissioners, Region IV  
(2016-2020)

American Planning Association

U.S. Council on Green Building

American Planning Association-IL Chapter  
Executive Board, Treasurer 2006-2011

Chaddick Institute Development Control Awards  
Winner, Highland Park Pedestrian Shopping  
Overlay District.





**CHRIS NORDSTROM, PLA, ASLA**, is a landscape architect with experience in both public and private sector projects. His experience includes park plans and designs, trail and linear park plans and designs, feasibility studies, municipal infrastructure, large scale property development and marketing, housing designs, and parking studies. In addition to recreation planning, Chris has successfully prepared grant applications for trail and recreation projects in several southeast Michigan communities. Chris' abilities span the areas of graphic communications, public engagement, report writing, and Geographic Information Systems.

## EDUCATION

MLA, Landscape Architecture | University of Michigan

BGS, Bachelor of General Studies | University of Michigan

## EXPERIENCE

Landscape Architect, Carlisle/Wortman Associates, Inc.  
Ann Arbor, MI, 2015-Present

Landscape Designer, Johnson Hill Land Ethics Studio  
Ann Arbor, MI, 2014 - 2015

Landscape Designer, Tegn\_3  
Trondheim, Norway, 2010 – 2013



## PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

Practicing Landscape Architect,  
License No. 3901001632

Michigan Chapter, ASLA

## HONORS

Landscape Architecture Faculty Award

Michigan Garden Clubs Fellowship

Frank Caleb & Margaret Thompson Gates  
Student Endowment

Honor Society of Sigma Lambda Alpha



**MELISSA KALNASY** is a planner and Geographic Information Systems (GIS) technician who received both her Bachelor's and Master's Degree in Urban and Regional Planning from Eastern Michigan University. From a planning perspective, she has been involved in conducting public engagement sessions and has experience dealing with zoning, variances, site plan review, and updating ordinance language. Additionally, she has worked with the Grosse Pointe Public School System in the coordination of the District-Wide Walkability Program.

Regarding her GIS experience, she is versed in completing data analysis, and updating and creating a variety of maps, including those to help shape Master Plans to those involved in more specialized projects. She has also conducted existing land use surveys in order to accurately reflect client communities in the maps she prepares. Prior to her employment at CWA, she completed her internship with the Van Buren Township Downtown Development Authority.



## EDUCATION

MURP, Master Urban and Regional Planning | Eastern Michigan University

BS, Urban and Regional Planning | Eastern Michigan University

## EXPERIENCE

Planner, Carlisle | Wortman Associates, Inc.  
Ann Arbor, MI, 2019-Present

Intern, Van Buren Township DDA  
Van Buren Township, MI, 2018-2019

Graduate Assistant, Eastern Michigan University URP Department  
Ypsilanti, MI, 2015-2016

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# EXPERIENCES & REFERENCES

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## SECTION 6

### RELEVANT EXPERIENCE WITH CLIENT COMMUNITIES:

For over thirty-five years, CWA has been a partner in planning with several communities. In a number of these communities, CWA has maintained regularly scheduled office hours. During these hours, CWA is available to client staff, Officials and residents for development meetings, reviews, interaction with the public, zoning administration and other daily tasks. On unscheduled days, CWA is available to staff via telephone and/or email and can accommodate special appointments as necessary.

The following people are some of the clients with whom we have worked with in southeast Michigan. We encourage you to call them to discuss our professional performance and skills.

DEREK DELACOURT, Community Services Administrator  
City of Ann Arbor  
301 E. Huron St.  
Ann Arbor, Michigan 48104  
DDelacourt@a2gov.org  
734-794-6000, ext 4390

PAT KITTLE, Supervisor  
Independence Township  
6483 Waldon Center Dr.  
Clarkston, MI 48346  
(248) 625-5111

BRENDA STUMBO, Supervisor  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
bstumbo@ytown.org  
(734) 484 - 4700

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# FEES & BILLING RATES

## SECTION 7

### FEES

For budgeting purposes, we have provided two (2) billing options. Please note that for any option, our costs for development review and private initiated actions can be costs borne by the applicant. If desired, we can work with the City to establish a development review fee schedule to pass along our costs to the applicant. Our current development review fee schedule will be provided upon request.

#### A. Typical Monthly Retainer-Planning Services

Carlisle|Wortman Associates, Inc. (CWA) will be represented by Ben Carlisle, Principal, for office hours.

**Option 1.** Monthly retainer shall be \$6,000 and would include assistance at City offices one (1) full day per week and the following:

- Attendance at two (2) Planning Commission meeting a month.
- Attendance at up to two (2) Council meetings a month.
- Attendance at one (1) ZBA meeting a month.
- Unlimited telephone/e-mail consultation with staff.
- Keep City officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.

We will be happy to revise our estimate based on a negotiated number of meetings.

**Option 2.** Bill at an performed hourly based on the fees provided below:

Project Team	2021 Rate	2022 Rate	2023 Rate
Principal (R. Carlisle) Special Projects	\$130.00	\$135.00	\$140.00
Principal (B.Carlisle)	\$110.00	\$115.00	\$120.00
Landscape Architect (C. Nordstrom)	\$90.00	\$95.00	\$100..00
Graphics (GIS) Technician	\$80.00	\$85.00	\$90.00
Support Staff	\$65.00	\$70.00	\$75.00

#### C. Major Studies and Amendments

From time to time, the City may request more in-depth studies, amendments, etc. In this case, we will bill our time based on current hourly rates or provide City Staff with a written not-to-exceed cost proposal, if requested.

#### D. Billing

Detailed invoices are mailed monthly.

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## INSURANCE

Carlisle | Wortman Associates, Inc. maintains General Liability, Automotive Liability, and Professional Liability insurance. Workers Compensation Insurance and statutory coverage is also maintained. Evidence or proof of insurance shall be provided if requested by the community.

## DISCLOSURES

### Availability

Carlisle|Wortman Associates is available to start work immediately.

### Financial Capability

Carlisle | Wortman Associates, Inc. is a Michigan corporation established in May of 1991. Prior to May of 1991, Carlisle Associates was organized as a sole proprietorship. There exists no conflicting financial or professional interest in the community which would not allow us to perform services.

We are a municipal consulting firm and, as a result, our business is financially stable. We invite you to consult our banking reference:

Mary Hays, Bank of Ann Arbor, (734) 761-9828

### Ethics

All planners employed by Carlisle | Wortman Associates, Inc. follow and are bound by the Michigan Association of Planning and American Planning Association Code of Ethics that require full disclosure of any potential or real conflicts of interest.

### An Equal Opportunity Employer

Carlisle | Wortman Associates, Inc. interviews interested applicants and maintains a file of resumes and applications for employment. Race, color, age, sex, creed, or national origin shall not be considered in evaluating any person for employment, merit increases, promotion, termination for cause, or reduction in force, or any other such action affecting employees.

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# APPENDIX

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- Signature Page (originals included in mailed packet)
- Project Sheets

**SECTION 6: TERMS AND CONDITIONS - continued**  
**SIGNATURE PAGE**

**CONTRACT:**

The contract will remain firm until contract expiration.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Beng R. Carlin

ORGANIZATION Carlisle | Wortman Associates

ADDRESS 117 N. First St CITY AZ STATE M ZIP \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

ORGANIZATION'S REPRESENTATIVE NAME Benjamin Carlisle  
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

E-MAIL: bcarlisle@cwaplan.com

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City's specifications and this SOQ must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this SOQ process.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:** I, Benjamin Carlisle, certify that I have read the *Instructions to Organizations* (3 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Beng R. Carlin

**NOTE:**

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

**CURRENCY:**

Contract prices will be in U. S. Funds.



Planning and Consulting Services  
Page 1 of 3

## SECTION 8: ORGANIZATIONAL QUESTIONNAIRE

DATE: 01/07/21  
Month/Date/Year

ORGANIZATION NAME: Carlisle Wortman Associates

ESTABLISHED:            19   / 20   STATE: MI

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- ☒ c. Corporation
- d. Joint Venture
- e. Other

If applicable:

FORMER ORGANIZATIONAL NAME(S)

YEARS IN BUSINESS

\_\_\_\_\_  
\_\_\_\_\_

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. How many years has your organization been providing planning consulting services?  
(10 years minimum)

35+ YEARS Explain (if in a related field): \_\_\_\_\_  
\_\_\_\_\_

2. Describe your organization's background and its business structure. Describe capabilities specific to the scope of work within this SOQ.

Provide similar planning services as requested in the SOQ to over  
50 communities in the state.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Provide any unique qualifications, prior experience or similar projects that demonstrate your organizations approach and understanding of this project.

Same as #2.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Planning and Consulting Services  
Section 8: Organizational Questionnaire - continued  
Page 2 of 3

4. Provide a listing of personnel from the organization who would be assigned to this account.

Please provide resumes, copies of certifications, registrations, qualifications, degrees, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section.

TITLE	NAME	DEGREE/ CERTIFICATION	EXPERIENCE/ YEARS
President	Richard Carlisle	Masters in Planning	40 years
Principal	Ben Carlisle	Masters in Planning	20 years
Landscape Arch.	Chris Nordstrom	Masters in Landscape Architecture	10 years

5. What is your organization's experience relative to planning and zoning investigations and report writing along with the development of planning programs and policies?

Same as #2.

6. Please explain your firm's approach to meeting project timetables and include your normal turnaround time for the activities specified.

We work at the request of the TWP. Our turnaround time for work is always completed in a timely manner.

7. References – please list at least three (3) local government jurisdictions where your organization currently provides planning consultant services that are similar in scope to the type of work described in this SOQ. Include any appropriate information your organization feels substantiates your qualifications, track record and commitment to providing these services. A contact name and listed information is required.

Entity Name	Address	Business/Agency Affiliation	Contact Name	Phone Number
City of Ann Arbor		Derek Delacourt, Community Services Admin.	(734)	794-6000
Ypsilanti Township		Brenda Stumbo, Supervisor	(734)	484-4700
Independence Township		Pat Kittle, Supervisor	(248)	625-5111

ORGANIZATION NAME: CWA



Planning and Consulting Services  
Section 8: Organizational Questionnaire - continued  
Page 3 of 3

8. List all contract commitments your organization has been engaged to perform for 2021/2022. Give organization name, name of contract and value of contract.

ORGANIZATION	CONTRACT	VALUE
We have contracts with over 50 communities. We can provide their contracts upon request.		

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Organization Representative: \_\_\_\_\_

Representative's Name: Ben Carlisle

Organization Name: (print)  
Carlisle Wortman Associates

Address: 117 N. First St. #70 Ann Arbor MI 48104

Phone Number: (734) 662-2200

Fax Number: (734) 662-1935

E-mail: bcarlisle@cwaplan.com

Date: January 7, 2021



## Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

---

A corporation duly organized and doing business under the laws of the State of Michigan  
for whom Ben Carlisle, bearing the office title of Principal  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

A partnership, all members of which, with addresses, is:

<u>Richard Carlisle</u>	<u>117 N. First St. #70 Ann Arbor MI</u>	<u>48104</u>
<u>Doug Lewan</u>	<u>"</u>	<u>"</u>
<u>Ben Carlisle</u>	<u>"</u>	<u>"</u>
<u>John Enos</u>	<u>"</u>	<u>"</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

---

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

Ben Carlisle \_\_\_\_\_



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☒ I am able to certify to the above statements.

Carlisle Wortman Associates

Name of Agency/Company/Firm (Please Print)

Ben Carlisle, Principal

Name and title of authorized representative (Please Print)

Ben R. C.

Signature of authorized representative

Date

☒ I am unable to certify to the above statements. Attached is my explanation.



**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of Carlisle/Wortman Assoc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

Carlisle/Wortman Associates and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**

Carlisle/Wortman Associates

By: Ben Carlisle

Its: Principal

STATE OF MICHIGAN )  
 )ss.

COUNTY OF Washtenaw )

This instrument was acknowledged before me on the 12 day of January, <sup>2021</sup>2020, by

Sonja Marie Shorsch





**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	Carlisle Wortman Associates
Street Address	117 N. First St. #70
City	Ann Arbor
State, Zip	MI 48104
Corporate I.D. Number/State	
Taxpayer I.D. #	#38-2989393

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: Ben R. Carlisle

Printed Name of Vendor's Authorized Agent: Ben Carlisle

Witness Signature: Sonya Sherowski

Printed Name of Witness: Sonya Sherowski

G:\ BidLanguage\_IranLinkedBusiness



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Benjamin BarCarlisle, being duly sworn deposed, says that he/she  
(Print Full Name)

is Principal. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

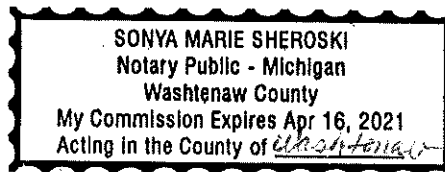
Ben C.  
SIGNATURE OF PERSON SUBMITTING BID

Sonya Marie Sheroski  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 12 day of January, 2021 in and for \_\_\_\_\_  
Washtenaw County.

My commission expires:

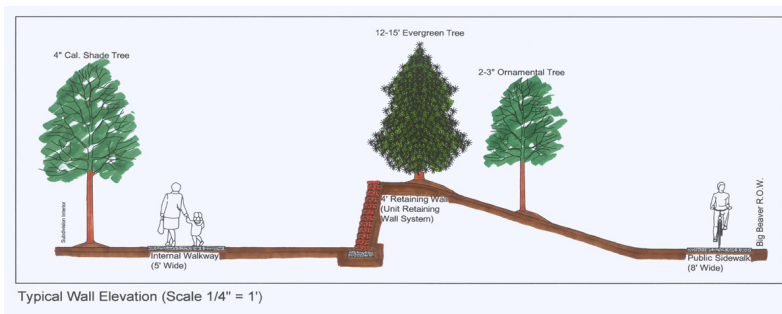
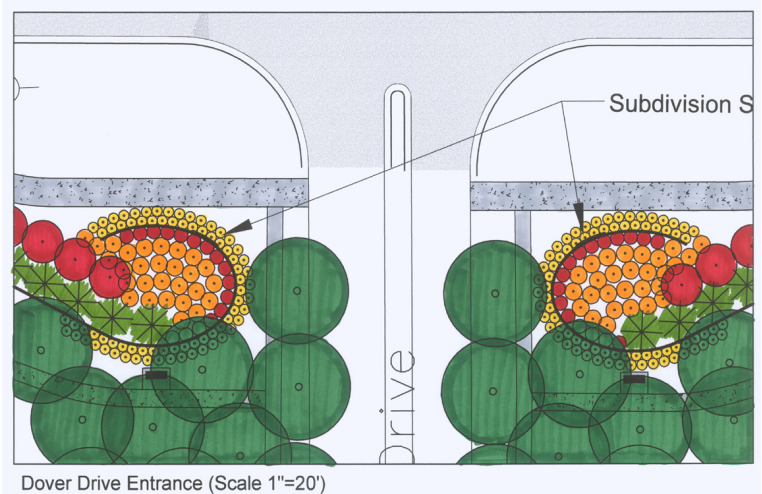
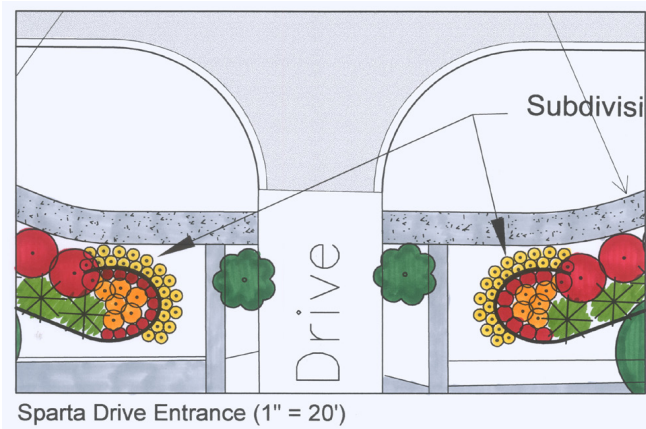
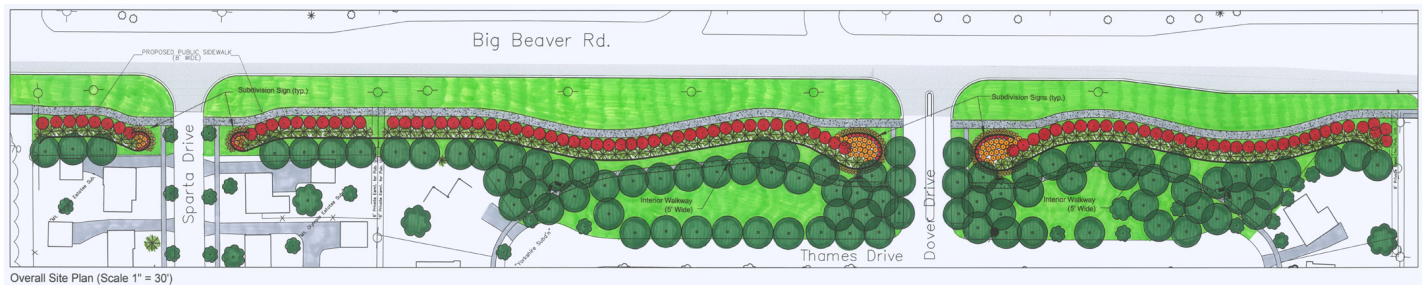
April 16, 2021





## BIG BEAVER ROADWAY BUFFER City of Troy

Over the past several decades, the Big Beaver corridor in Troy has grown to an eight-lane boulevard carrying tens of thousands of cars daily. As a result, a well-established residential community along Big Beaver was experiencing ever increasing levels of traffic noise and lights from the roadway. When a recent road widening project was proposed, it provided the City with the opportunity to purchase open space along the corridor and build a buffer consisting of a large berm along Big Beaver and a retaining wall along the internal residential street. Carlisle/Wortman was retained to design an attractive landscaping scheme for the berm to screen the road from the homes, and buffer the street noise and lights. An added benefit of this project was the creation of a neighborhood park on the residential side of the berm.





## CENTRAL MIXED DEVELOPMENT REGULATIONS City of Clawson

The intent of the Central Mixed Development (CMD) District is to implement the Downtown Clawson Urban Framework Design Plan. It preserves and enhances the commercial "main street" character of downtown Clawson and ensures that new development is compatible with the desired character. The CMD district also:



- Serves as a downtown neighborhood and community shopping center which is functionally and architecturally integrated with other uses in the area
- Encourages a mixed use environment
- Promotes pedestrian oriented buildings and uses
- Encourages vehicular access to parking lots from alleys rather than streets
- Fosters multiple story buildings
- Furthers shared parking and access
- Encourages buildings to be located at the edge of the public right-of-way
- Recognizes and affirms the function of the traditional urban downtown center

Development standards were developed to regulate land uses, building placement, building size and height, access, façade design, and parking. The regulations also addressed signs and other design features.



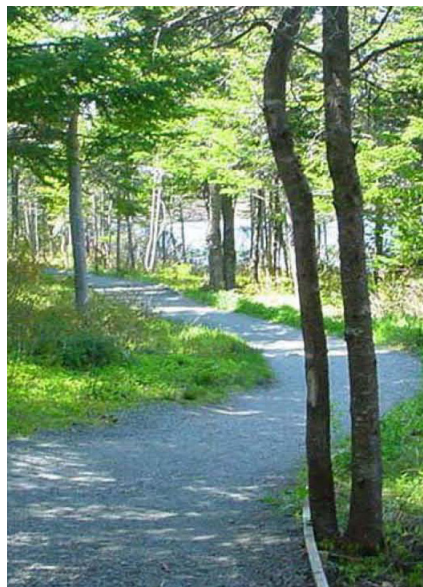




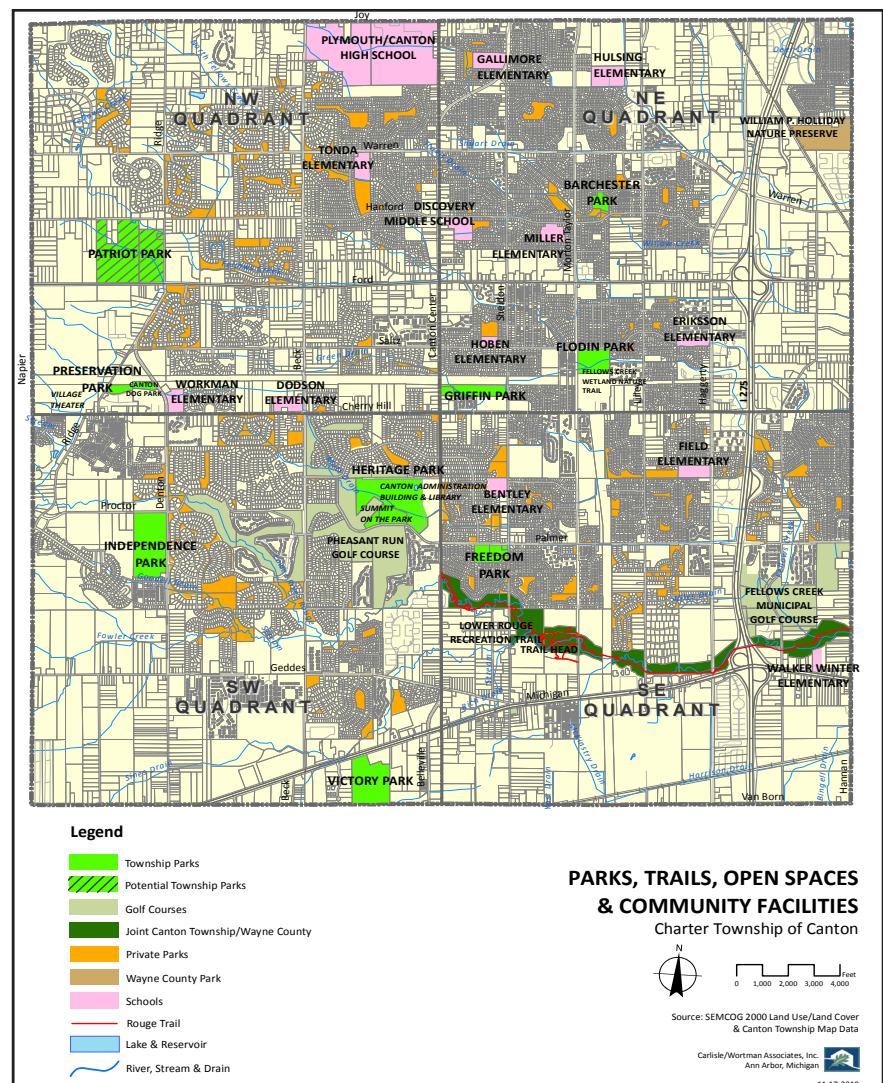
## PARKS AND RECREATION MASTER PLAN Canton Township

Leisure and recreation services have played a big role in the development of Canton Township. Canton's nationally-acclaimed recreation system gives residents a high quality of life, and has grown over the years through careful planning and innovation. The 2011 Parks and Recreation Master Plan continues this trend of innovation by developing a plan that addresses the traditional topics of community character, inventories, and goal setting, but in a strategic way.

Strategic planning is defined in many ways, but the basic premise is to envision where you want to be, and use your available resources to their greatest potential to get there. The goals of this plan, and Leisure Services' future direction, were determined by talking with residents, public officials, Leisure Services staff, volunteers, and partners. This input was melded with careful analysis of the Township's population characteristics, its current programming and facilities, and Leisure Service's organizational structure and resources to come up with a plan of action to meet the goals set out by the community. This plan's greatest assets are the clear direction it provides the Leisure Services department, and the ways in which they can use the resources they currently have available to meet their goals. In the difficult economic times in which this plan was developed, doing more with what they have was essential to plan's adoption.



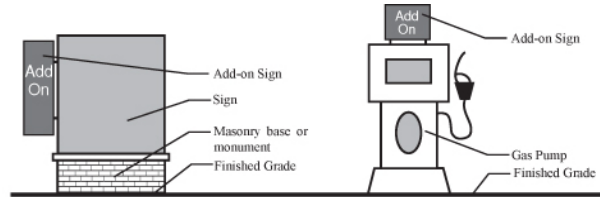
[www.cwaplan.com](http://www.cwaplan.com)



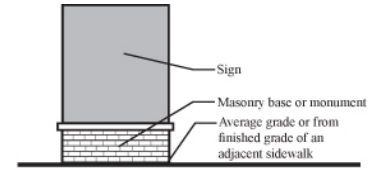


## SIGN ORDINANCE Canton Charter Township

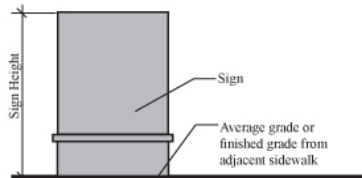
In 2006, CWA (in association with Hamilton Anderson Associates) updated Canton Charter Township's Sign Ordinance. These wholesale upgrades featured updated definitions, modernized graphics, and reader-friendly organization/formatting.



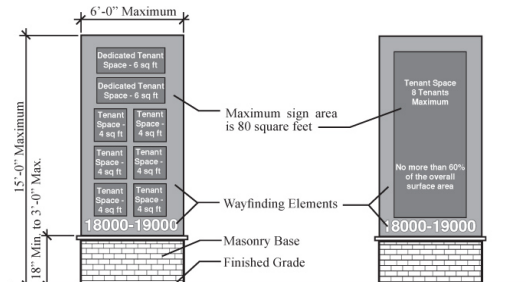
**6A.01.02 Add-On Sign**



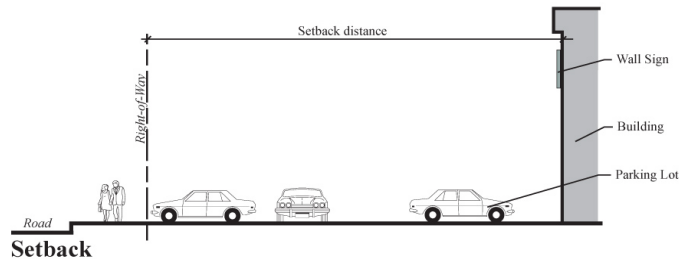
**6A.01.17 Ground Sign**



**6A.01.36 Sign Height**



**6A.22.04 Multiple Tenant Signs**



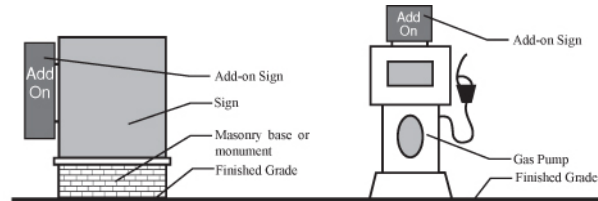
**6A.17 Sign Area**

• Sign Area Calculation:  
Linear Frontage of Building or Tenant Space X one square foot = Total square foot of Wall Sign (A x B)

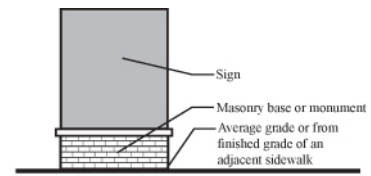


## SIGN ORDINANCE Canton Charter Township

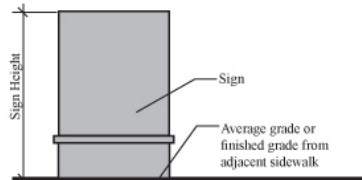
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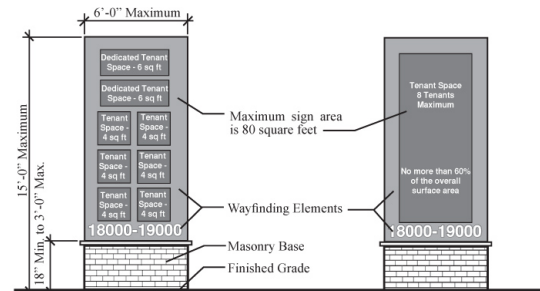
**6A.01.02 Add-On Sign**



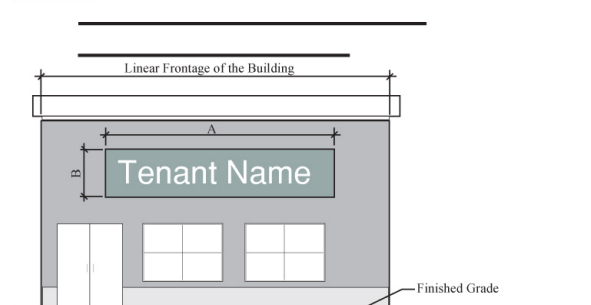
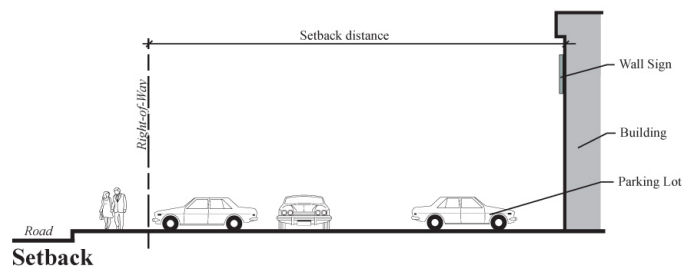
**6A.01.17 Ground Sign**



**6A.01.36 Sign Height**



**6A.22.04 Multiple Tenant Signs**



**6A.17 Sign Area**

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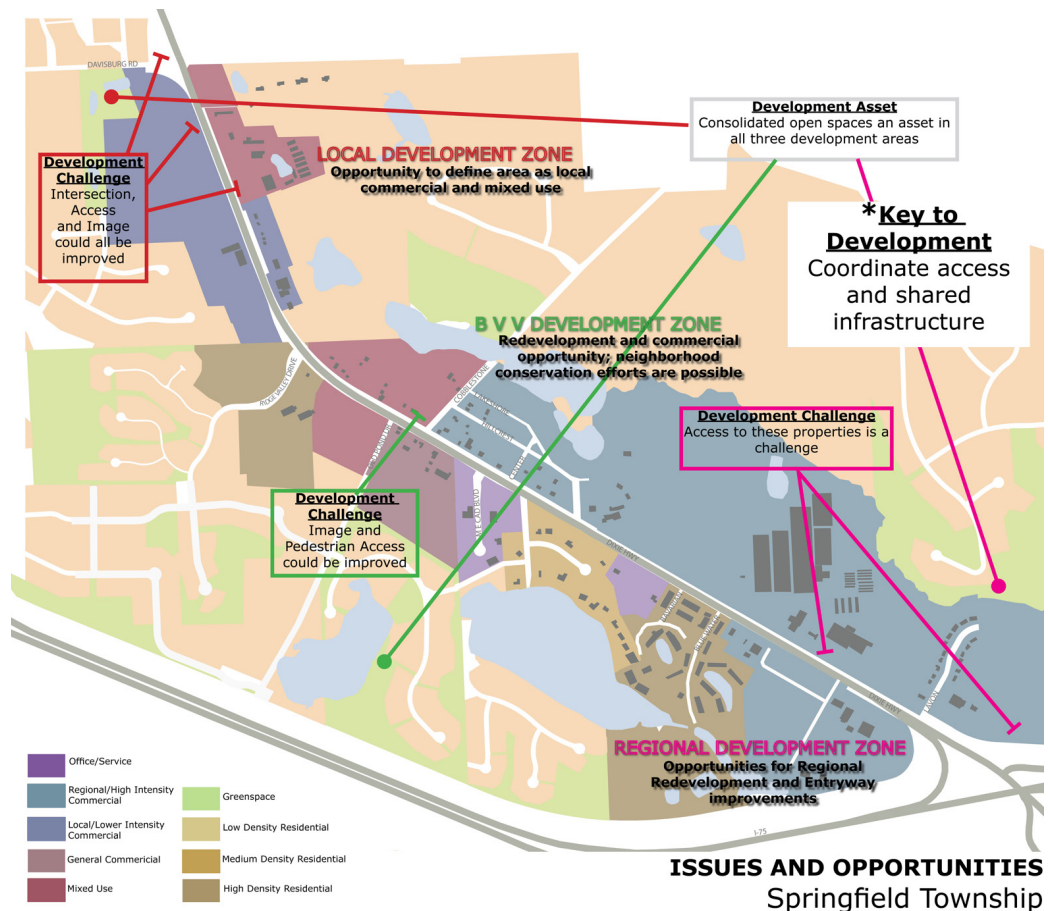


## DIXIE HIGHWAY CORRIDOR PLAN Springfield Township

Dixie Highway in Springfield Township contains the community's largest concentration of commercial businesses. This five-lane roadway acts as Springfield's "main street," providing residents with a broad range of shopping and service opportunities. However, due to a number of factors such as the limited available utilities and the shallow depth of some parcels, this corridor has not developed to its full potential.

With the assistance of Carlisle/Wortman Associates, the Township created the Dixie Highway Corridor plan in 2000, and updated this plan in 2009. The plan update began by forming a steering committee of corridor business and property owners. This group identified opportunities to advance investment on Dixie Highway and priority steps that should be taken to address the most important impediments to development. The Township Board and Planning Commission members were then engaged to identify and build consensus on design elements for corridor improvements.

The plan addresses the most important issues facing the corridor, including roadway infrastructure, access management, corridor visual image, pedestrian / non-motorized improvements, and economic development. The document also provides conceptual land use districts and arrangements.







## MASTER PLAN 2040 Ypsilanti Township, Michigan

Ypsilanti Township, while the most populous township in Washtenaw County, is home to historic neighborhoods, a diverse economic base, agricultural lands, and quality recreational and open space areas. In the last decade, the Township, along with the region, persevered through a global recession that resulted in demographic shifts, community desires, and land use challenges in their community. Recognizing these changes, Ypsilanti Township launched a community-based, master plan process called Ypsilanti Township 2040, in the fall of 2018. Based on a shared community vision and analysis of current demographic and market data, the resulting Master Plan, adopted in the beginning of 2020, became a policy road map for land use, development, reinvestment, transportation, and housing.

The master plan process was based on community engagement and current data. The process reached hundreds of Ypsilanti Township residents, workers and business owners through a project website, social media, a statistically valid survey, two multiday workshops, community meetings, presentations to appointed and elected officials and attendance at dozens of neighborhood meetings. Every part of the Master Plan's vision, mission, goals and strategies were influenced or directly attributed by community participants. The final product was a highly graphic, easily read document, with each chapter written to be read on its own or as a part of the larger whole. The Plan was awarded the 2020 Daniel Burnham Award for a Comprehensive Plan from the Michigan Association of Planning.





## FORM BASED ZONING REGULATIONS Troy, Michigan

### Project Highlights:

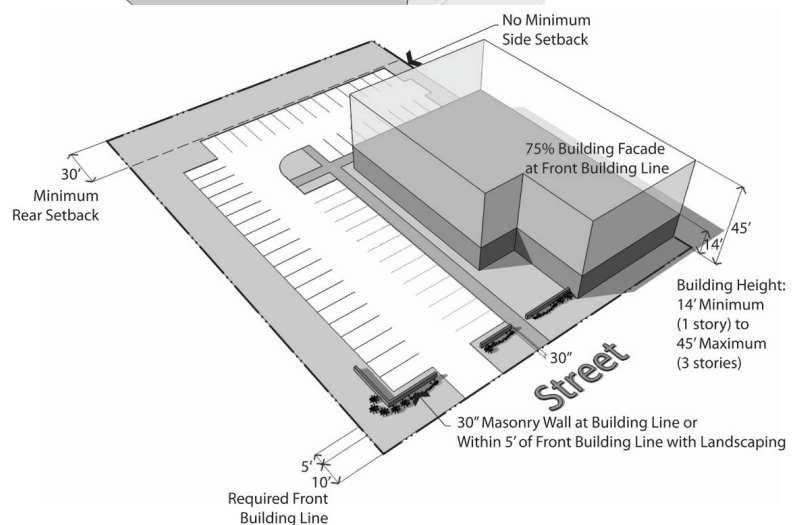
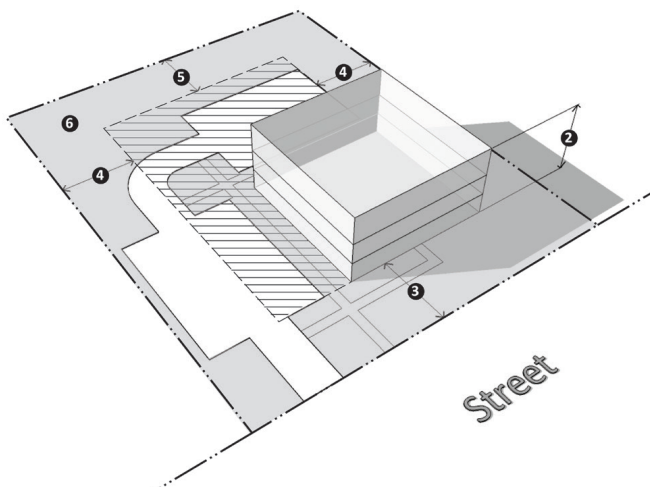
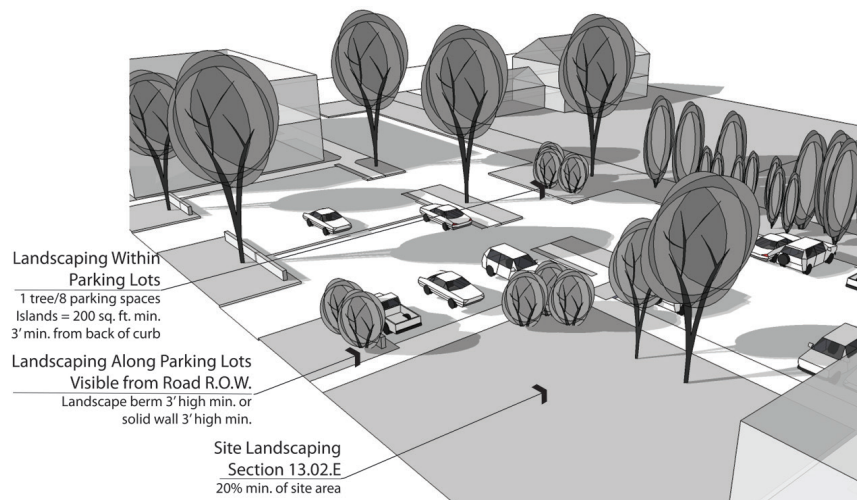
#### Troy's form based regulations:

- Ensure that development is of human scale, primarily pedestrian-oriented and designed to create attractive streetscapes and pedestrian spaces
- Promote infill development and redevelopment to expand the employment and economic base
- Promote mixed-use development horizontally and vertically
- Ensure reasonable transition between higher intensity development and adjacent neighborhoods
- Improve mobility options and reduce the need for on-site parking by encouraging alternative transportation

The City of Troy zoning ordinance uses both conventional and form based zoning regulations. Troy has opted to emphasize regulating urban form over land use for those areas of the City where more compact mixed-use development was desired.

Troy's form based zoning regulations are based on site context and building form. Site context is derived from existing and desired characteristics of the area and distinguishes areas of the City by lot size and configuration, street patterns, location, and intensity of use. Building form addresses the manner in which buildings and structures relate to their lots, to other buildings, and to the street. It governs building height, placement, configuration, parking location, and other design factors. By regulating form, allowable land uses in these areas are less restrictive than in conventional districts, permitting a wide variety of uses by right.

Troy's zoning ordinance was designed as an interactive online document with numerous graphics and links.



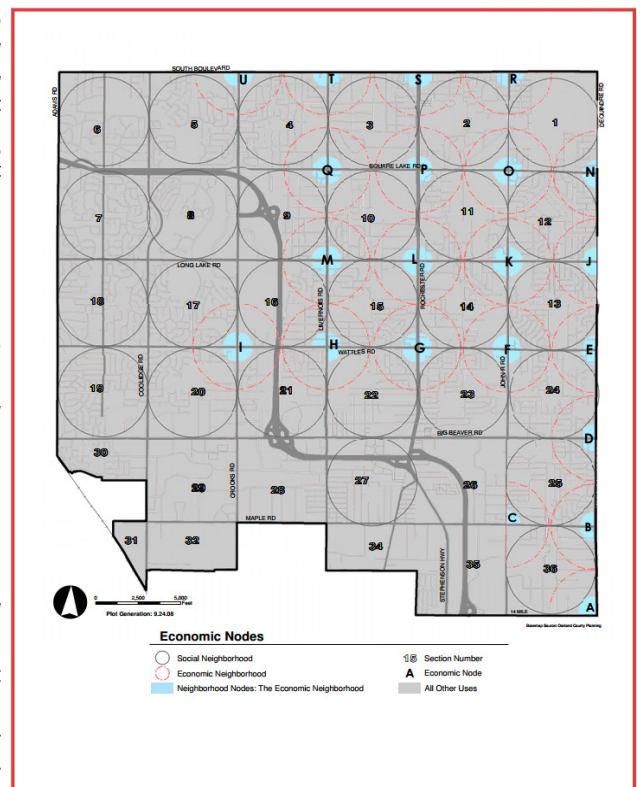


## MASTER PLAN City of Troy

The City of Troy is a regional center for employment, world class shopping, sports and entertainment, and a high quality of life. Troy is a community of strong residential neighborhoods and exemplary schools. Second only to Detroit in the State of Michigan in terms of total property value, and one of the largest cities in the State in terms of population, Troy's complexity demanded that the development of the Master Plan explore a very wide variety of topics based around an all new approach.

Troy competes on a national market level for top companies and developers. The City prides itself on its state-of-the-art infrastructure and reputation for innovation which help it build relationships with nationally known corporations. Consequently, Troy is home to many corporate headquarters and therefore has a regionally critical role in the future of Southeast Michigan. In light of the statewide economy, the City of Troy is determined to solidify its status as a regional leader in economic development, smart growth, and sustainability.

These challenges and goals demanded a new philosophy toward city planning. To accomplish this, Carlisle/Wortman Associates employed a new tool, the Smart Growth Readiness Assessment, to gain public input, and used existing relationships with many key stakeholders in the City to build a strong foundation of community input. The Master Plan itself is organized around important topics the City is facing, rather than simply on the conventional template used in years past. Using a topic-based approach, the City has been able to analyze in great detail those issues most crucial to the City's continued success.





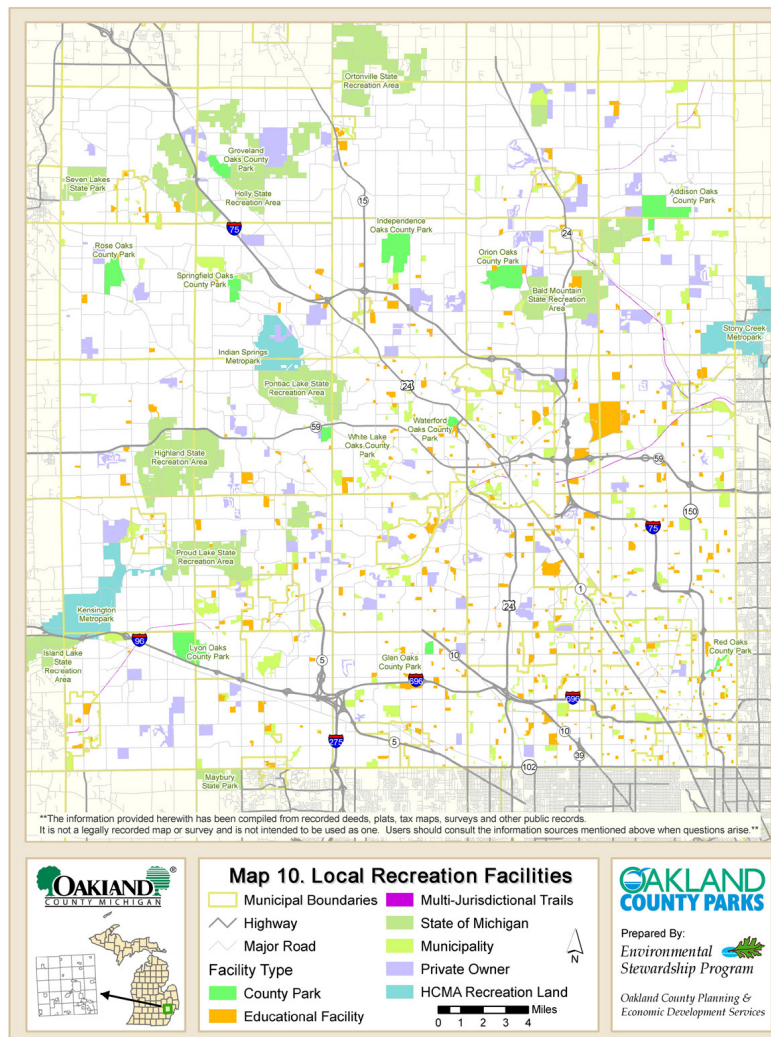


## PARKS AND RECREATION MASTER PLAN Oakland County



Carlisle/Wortman Associates prepared the Parks and Recreation Master Plans for Oakland County Parks in 1992, 1997, and most recently in 2007. The updated Master Plan is the guiding document by which Oakland County Parks can continue its mission to provide a county park system that enhances the quality of life of the residents of Oakland County.

The 1992 Master Plan relied heavily on data gathered from a resident survey, park user feedback and Parks and Recreation Commission and staff structured retreat conducted to establish the Commission mission statements, goals and policies. The 1997 and 2007 Parks and Recreation Master Plan updates continue to focus on responding to the changing recreational demands and needs of county residents. The plan formulates goals and objectives which are based on identified recreation needs and opportunities. The most recent goals and priorities are land acquisition and natural resource preservation, high quality park facilities and recreation programs, exceptional services, increased coordination, and fiscal responsibility.





## REDEVELOPMENT READY COMMUNITIES PROGRAM

The Redevelopment Ready Communities (RRC) Program is a Michigan Economic Development Corporation (MEDC) initiative that certifies a community as “development ready” and competitive in today’s economy. The program has been owned and operated by the MEDC since 2011.

However, the program was initiated in 2003 by the Michigan Suburbs Alliance (MSA), with assistance by staff members of Carlisle/Wortman Associates (CWA). MSA and CWA staff worked together to author the best practices, vet the practices through Washington D.C. think tanks, and field-assess twelve Michigan communities. Since MEDC assumed ownership, CWA’s role has been to provide staff guidance as part of the state-wide advisory council.

CWA STAFF HAS  
CONDUCTED FIELD  
ASSESSMENTS FOR THE  
FOLLOWING COMMUNITIES:

- BENTON HARBOR
- EASTPOINTE
- FERNDALE
- GROSSE POINTE WOODS
- HAMTRAMCK
- HAZEL PARK
- MOUNT CLEMENS
- PONTIAC
- RIVER ROUGE
- ROSEVILLE
- SOUTHFIELD
- YPSILANTI

During a typical field assessment of a community’s development ready status, six best practices are tested:

1. Community Plans and Public Outreach
2. Zoning Policy and Regulations
3. Development Review Process
4. Education and Training
5. Redevelopment Ready Sites
6. Community Prosperity



After the assessment, a final report is developed for the community, providing a tool with recommendations on how to strengthen daily practices, which lead to better opportunities for development. RRC Certification of the community is awarded when the level of integration, predictability, and efficiency used during daily operations meets the best practices.

Communities served by CWA staff include:

- |                       |                 |               |
|-----------------------|-----------------|---------------|
| • Berkley             | • Hazel Park    | • River Rouge |
| • Dearborn            | • Hillsdale     | • Roseville   |
| • Eastpointe          | • Lincoln Park  | • Southfield  |
| • Ferndale            | • Midland       | • Warren      |
| • Grosse Pointe Woods | • Mount Clemens | • Ypsilanti   |
| • Hamtramck           | • Pontiac       |               |

CWA currently serves on the MEDC RRC Advisory Board.

The following link provides complete program information: <http://www.michiganbusiness.org>. Or you can contact David Scurto of Carlisle/Wortman Associates at (734) 662-2200 or [dscurto@cwaplan.com](mailto:dscurto@cwaplan.com).





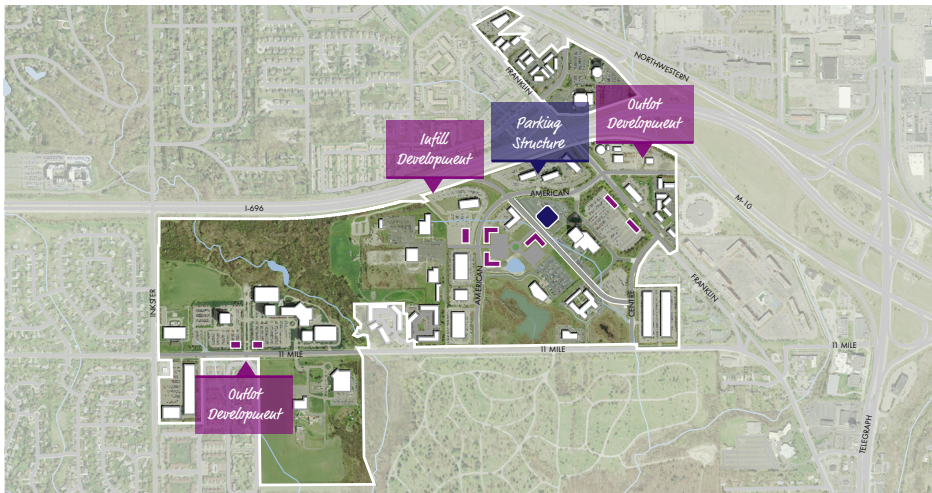
## SOUTHFIELD SMARTZONE ACTION PLAN

### City of Southfield

The Action Plan was developed in 2014 to advance economic growth and development in the Southfield SmartZone. SmartZones are State designated areas target attraction of technology based businesses. SmartZones support high tech ventures such as biotech, information technology and advanced manufacturing. The Southfield SmartZone was developed as an integral component of Automation Alley by locating strategic employers, cooperative programs, and initiatives within the zone in order to design a center for jobs and wealth creation.

The SmartZone Plan provides a realistic road map of land use planning, redevelopment, infill development, and specialized areas of development focused on encouraging quality places, entrepreneurial networks, talent and creative business attraction, and positive branding narratives. This Plan recommends five priorities for establishing the Southfield SmartZone as a vibrant, technology park with flexible office space and generous amenities for employees and residents:

- Placemaking and Beautification
- Marketing and Communication
- Programming, Partnerships, and Business Incubation
- Infrastructure Improvements
- Infill Development and Growth Opportunities





## MASTER PLAN PUBLIC ENGAGEMENT Charter Township of Ypsilanti

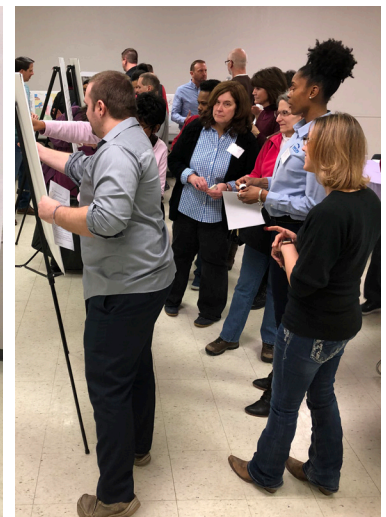
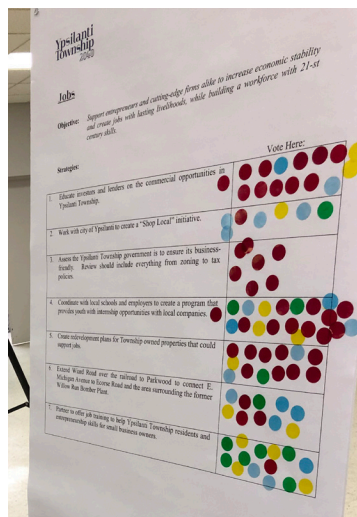
Ypsilanti Township leadership asked for a community-based process to update the community's Master Plan in 2018 and 2019. A variety of community engagement techniques were used to reach hundreds of Township residents resulting in over a thousand interactions:

**Steering Committee:** A steering committee of ten individuals representing neighborhoods and institutions from across the Township helped to design community engagement activities, such as multi-day workshops.

**Project Website and Social Media:** A website, as well as MailChimp, Twitter, Instagram and Facebook accounts were created for online participation, up to date information and invitations to events.

**Survey:** A statistically valid survey was conducted early in the process. Over 500 Township residents and business owners responded to the survey both online and through mail. The information helped CWA to analyze changes since the previous Master Plan and visualize the current state of the Township.

**Multi-Day Workshops:** Two multi-day workshops were hosted, with over two hundred participants overall. The first workshop offered a variety of tours, public meetings, a "happy hour" and an open studio. Six themes emerged from the workshop that became the goals of the Master Plan. The second workshop centered on an open studio and concluded with a pancake breakfast, where community members voted on strategies to be included in the Master Plan.



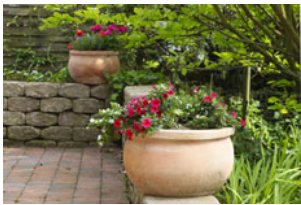




## PLANNING SERVICES City of Northville



The City of Northville is an established community with a strong individual identity. Its traditional residential neighborhoods surround a historic downtown that serves as the community gathering space. The community is bisected with a branch of the Rouge River and Johnson Creek, two resources that expand Northville's parks and recreation amenities. While most of Northville is built out, the high desirability of the community makes it an attractive location for new development and re-development projects.

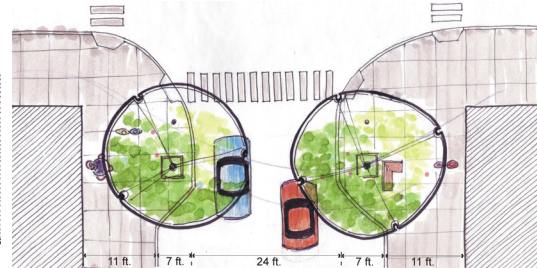
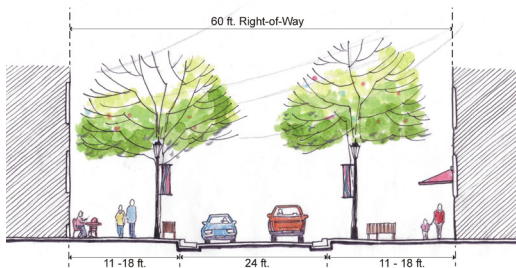
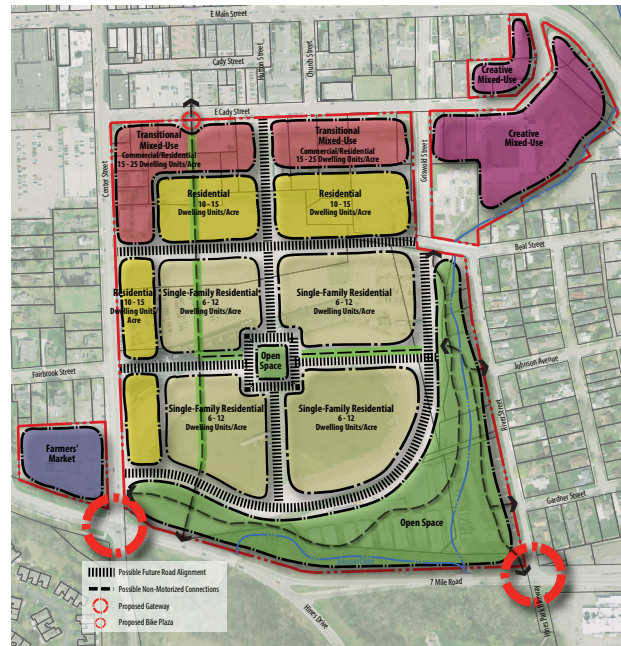


Carlisle/Wortman Associates (CWA) has been working with the City of Northville as its planning consultant for more than 25 years. During that time, we have assisted the City Administration and Planning Commission in guiding development into the future, but in a way that honors the town's historic character. CWA and the City have collaborated on the following projects, among others:

- Master Plans and Sub-Area Plans
- Strategic Plans
- Corridor Plans
- Parking Studies
- Mapping and GIS Services
- Zoning Ordinances and Studies
- Overlay Zones
- Form-Based Policies
- Parks and Recreation Plans
- Non-Motorized Plans
- Site Plan Reviews



In addition to working with the Planning Commission, CWA staff also provides administrative services to the Board of Zoning Appeals and the Historic District Commission. Services include liaison to applicants and application reviews, staffing meetings, guideline and bylaw updates, and communication between the boards and City Staff and Administration. We provide tracking reports for monthly meetings to the City Staff and follow up on board requests/issues with the City Administration.







## **Statement of Qualifications**

### **Planning and Consulting Services**

The City of Troy is seeking to qualify contractors to provide “Planning and Consulting Services” for the City of Troy. The effective date of the resulting contract will be April 1, 2021 (or upon City Council approval, whichever is later) through March 31, 2024, with the option to renew the contract for two (2) additional years.

The objective is to solicit statement of qualifications from organizations that have the experience, capability, and proven track record to perform various planning and zoning services for the City of Troy as outlined in the Scope of Service.

The selected contractor will be required to complete an “Agreement for Planning and Consulting Services”.

All organizations who would like to be considered for these services are invited to submit an electronic copy of their qualifications in pdf format, using the attached documents.

**DATE: DECEMBER 18, 2020**



Section 1: Section Guide  
Planning and Consulting Services

Section 1: Section Guide – 1 Page
Section 2: Instructions to Organizations – 3 Pages
Section 3: Statement of Qualifications Content – 1 Page
Section 4: Criteria for Selection – 1 Page
Section 5: Insurance and Indemnifications Requirements – 3 Pages
Section 6: Terms and Conditions – 3 Pages
Section 7: Scope of Services – 3 Pages
Section 8: Organizational Questionnaire – 3 Pages
Section 9: Attachments Forms (5 Forms) Sample Insurance Certificate – 4 Pages Statement of No Interest – 1 Page Agreement for Planning and Consulting Services – 4 Pages



## STATEMENT OF QUALIFICATIONS

### SECTION 2: INSTRUCTIONS TO ORGANIZATIONS

December 18, 2020

Sealed Statement of Qualifications (SOQ) for PLANNING AND CONSULTING SERVICES for the **CITY OF TROY** will be *electronically* received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY JANUARY 14, 2021, at 10:00 AM E.D.T.**, after which time they will be publicly opened and read in the Troy City Offices. **Late bid submittals will not be accepted. Electronic Bid Submission only.**

Specifications are listed in the Statement of Qualifications (SOQ) form on file in the office of the City Clerk. The City reserves the right to reject any or all SOQ's, to waive any irregularity or informality in any SOQ received, and to accept any SOQ or part thereof, which it shall deem to be most favorable to the interests of the City of Troy.

1. Any and all statement of qualifications (SOQ) submitted must be on the City of Troy SOQ forms. If more than one SOQ is submitted, a separate SOQ form must be used for each. Forms are obtainable at the on the Michigan Intergovernmental Trade Network (MITN) website at [www.mitn.info](http://www.mitn.info).
2. If further information regarding this SOQ is required, please contact the Purchasing Department, (248) 680-7291.
4. **VENDOR CHANGES OR ALTERATIONS TO DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A SOQ BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a SOQ document will be in the areas provided for a organization's response, including the "Exceptions" section of the SOQ. If a change or alteration to the documents is undetected and the organization is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the SOQ document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the document.

The provisions in the SOQ, including any changes, modifications or additions to the Authorized Version, shall bind any organization who submits a SOQ document and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the document. The Authorized Version of the SOQ document shall be that document appearing on the MITN System with any amendments and updates. If a contract is awarded to a organization who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the SOQ, and that organization fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that organization.

4. VENDOR CHANGES... (Continued)

The City of Troy officially distributes SOQ documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network website (MITN). Copies of SOQ documents obtained from any other source are not considered official copies. Only those organizations who obtain SOQ documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info), and obtain an official copy.

5. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The City will furnish the successful contractor with tax exemption certificates when requested and applicable.
6. Each request for information within the SOQ document must be completed with a response. All information requested herein shall be submitted on or before the date and time indicated. Failure to do so may result in rejection of the SOQ as non-responsive and/or incomplete. The organization must initial any corrections. The SOQ is to be completed in legible form, preferably typewritten.
7. The response must follow the format outlined in this SOQ document. Supplemental information should be provided in additional sections following the same numbering scheme. Responses should be concise and complete.
8. Any additional written material such as professional records, certifications, etc. your organization deems important may be attached and submitted to augment the data. It is not necessary to include expensive custom binders, displays, or other materials unless the organization believes such materials are necessary to the SOQ.
10. TIMELY SUBMITTALS: Late submittals will not be accepted.
12. The City does not intend to pay for any information provided in the Statement of Qualifications. Further, the City will not be liable for any costs incurred in Statement of Qualifications preparation, presentation, or contract negotiations.
13. During the evaluation process, the City of Troy reserves the right, where it may serve the City's best interest, to request additional information or clarification from the organizations submitting a SOQ.
14. PUBLIC INFORMATION: All submitted SOQ documents and information submitted will become a public record upon their delivery to the City Clerk.
15. A successful bidder furnishing labor on City/public premises does agree to have his/her workers covered by Worker's Compensation, General Liability, and Automobile Liability and to furnish a certificate of insurance showing coverage to the City of Troy within five (5) business days of a verbal request. The "Company Representative" does warrant that by signing the SOQ document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
16. To the fullest extent permitted by law, the successful contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

17. To the extent permitted by law, the City of Troy and the successful contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

#### SPECIAL INSTRUCTIONS

- The final contract holder agrees to hold all prices firm through contract expiration.
- Final SOQ results will be posted on the MITN website after the final organization is selected and a contract awarded. Please register to see results - [www.mitn.info](http://www.mitn.info).
- IMPORTANT: Bids will be received electronically on the MITN website. Note, Troy City Hall is closed to the public due to COVID-19. Bid openings are being conducted in accordance with City Charter and Code utilizing Go-To Meetings. If interested, Bidders can attend bid openings utilizing Go-To Meeting. Bid opening information and the meeting code is included below. Please contact MaryBeth Murz, Purchasing Manager, [m.murz@troymi.gov](mailto:m.murz@troymi.gov) with any questions regarding the bid opening.

#### **BID OPENINGS**

**Thu, Jan 14, 2021 10:00 AM - 11:00 AM (EST)**

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/678501221>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (312) 757-3121

- One-touch: <tel:+13127573121,,678501221#>

**Access Code: 678-501-221**

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/678501221>



### SECTION 3: STATEMENT OF QUALIFICATIONS CONTENT

#### Planning and Consulting Services

Statement of Qualifications documents must be prepared following the format identified below. The contractor should, at a minimum, including the following information regarding their approach to providing the requested services: A committee will review the written material received. Proposals should be succinct.

**A. Cover Sheet**

A cover sheet must be submitted listing the name of the organization with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the proposal and their contact information.

**B. Table of Content**

The contractor shall insert a comprehensive table of contents denoting all sections of the proposal.

**C. Organization Information**

Name, address, and brief description of organization. Organization shall identify itself as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), or government agency, and indicate official capacity of persons executing SOQ documents.

**D. Qualifications and Experience**

Describe the organization's capacity to service the City of Troy, including appropriately certified and trained personnel and experience and support for the services. Include the licenses and qualifications of the specific staff to be assigned to this contract.

**E. Work Plan**

The work plan should indicate the organization's ability to meet the tasks listed in the Scope of Services as outlined in this SOQ. The plan should be simple and easy to read and follow.

**F. Project Approach**

Briefly describe your understanding of the requested services and your organization's approach to providing these services. Indicate any unique qualifications, prior experience or similar projects to bolster your approach and understanding.

**G. References**

Provide names, business or agency affiliation and telephone numbers of references that have had a similar contract relationship with your organization within the last three (3) years that best characterizes your quality and past performance. Provide any additional information your organization feels appropriate to substantiate qualifications, track record, and commitment to provide these services. References should include the following:

1. References from at least three (3) local government jurisdictions where your organization currently provides planning and consulting services.



## SELECTION PROCESS

### SECTION 4: CRITERIA FOR SELECTION

#### Planning Department Services

A City Committee of three (3) individuals will review the proposals. The City of Troy reserves the right to negotiate a final contract (pending City Council approval) with the most qualified organization based upon a combination of factors including but not limited to the following:

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

#### **Phase 1: Minimum Qualifications Evaluation (Pass/Fail)**

Organizations will be required to meet minimum established criteria in order to go to the second phase of the process. (Evaluation Sheet Proposal)

#### **Phase 2: Statement of Qualifications Evaluation**

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

#### **Phase 3: Interview Score**

Based on the scores from the Statement of Qualifications – Phase 2, only the most qualified organizations will be invited to participate in an interview. Each City Committee member will independently use a weighted score sheet to evaluate the Interview; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each organization for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the organization at the interview must be the personnel who will be assigned to this project. ***Only the contractors that have progressed to Phase 3 will be asked to provide a Detailed Price Proposal as outlined in Phase 4.***

#### **Phase 4: Detailed Price Proposals**

The Detailed Price Proposals will include the following information, at a minimum:

- a. Key personnel involved.
- b. Staff availability and time frames to complete various types of tasks.
- c. Pay rates for various classifications proposed including overhead, direct costs, profit and all other costs.

#### **Phase 5: Final Scoring and Selection** – based on scoring from Phase 2, Phase 3 and Phase 4

The organization with the highest final weighted score will be recommended to the Troy City Council for Award. The final weighted score shall be based on:

$$\begin{aligned} &40\% \times \text{SOQ Evaluation Score} \\ &40\% \times \text{Interview Score} \\ &20\% \times \text{Detailed Price Proposal Score} \\ &100\% = \text{Final Weighted Score} \end{aligned}$$

Note:

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



## SECTION 5: INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Department at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- ( ) We can meet the specified insurance requirements.
- ( ) We cannot meet the specified insurance requirements.
- ( ) We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your SOQ.
- ( ) Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the SOQ document at the time of submission of the SOQ to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

### **INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: \_\_\_\_\_



SECTION 5: INSURANCE AND INDEMNIFICATION REQUIREMENTS  
Page 2 of 2

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds:*** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: \_\_\_\_\_

CITY OF TROY  
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

\_\_\_\_\_ agrees to defend, pay on  
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

\_\_\_\_\_  
Contract / Agreement

\_\_\_\_\_  
Contractor/Organization representative signature/date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City of Troy representative signature/date

\_\_\_\_\_  
Witness



## SECTION 6: TERMS AND CONDITIONS

1. **Signature:** Each authorized representative of the organization must sign the SOQ with their usual signature and shall give their full business address. SOQ documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. SOQ documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. SOQ documents from governmental agencies must be signed by the principal authorized to bind it in the matter.
2. **Retain SOQ Documents:** The City reserves the right to retain all SOQ documents submitted and to use any ideas in the SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the Contractor of the conditions contained in the SOQ, unless clearly and specifically noted in the SOQ submitted and confirmed in the Agreement between the City of Troy and the contractor selected.
3. **Laws:** All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the Award throughout and incorporated here by reference. The Agreement and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Troy and the laws of the State of Michigan.
4. **Agreement:** The selected organization will be expected to sign an agreement for services acceptable to the Troy City Attorney. The City reserves the right to negotiate optional scope of work items with the successful Contractor.
5. **Address on File:** SOQ documents are available through the MITN e-procurement website that can be accessed at [www.mitn.info](http://www.mitn.info). The only other method to obtain documents is directly from the City of Troy Purchasing Department located at 500 W. Big Beaver Rd., Troy, MI 48084. A business card or contact information must be left with the Purchasing Department as a record that the organization has received a State of Qualifications document. It is the organization's responsibility to obtain any additional documents issued for this SOQ process.
6. **Changes in the SOQ:** Should any prospective respondent be in doubt as to the meaning or interpretation of any portion of this SOQ, or should the respondent find any ambiguity, inconsistency or omission therein, the respondent may make a written request for an official interpretation or correction. Such requests, as well as requests for additional information, shall be submitted to the Purchasing Department [Fax (248) 619-7608 or located at 500 W. Big Beaver Rd.] not less than seven (7) days prior to the final date of submittal of the Statement of Qualification documents. If the information requested is available, the correction or interpretation will be posted on the MITN e-procurement website.
7. **Award:** The evaluation and award of this Statement of Qualifications shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the SOQ, professional competence, references that includes evidence of similar services with comparable municipalities, the ability to negotiate a final contract, and the correlation of the SOQ submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

ORGANIZATION NAME: \_\_\_\_\_

SECTION 6: TERMS AND CONDITIONS - continued

**Award: (continued)**

The City of Troy reserves the right to select the most qualified organization using a Qualifications Based Selection (QBS) process, or in whatever manner is deemed to be in the City's best interest; to negotiate a final contract with the most effective total package which matches the City's needs; to reject a SOQ which contains major deviations from specifications; to accept a SOQ which has only minor deviations from specifications; to proceed in whatever manner is in the City's best interest.

8. **Warranty of Usage:** Any quantities listed in this SOQ are estimated or projected and are provided for tabulation and informational purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the contractor will furnish the City's needs as they arise.
9. **Qualification/Inspection/Interviews:** Submissions will only be considered from organizations normally engaged in providing the types of services specified herein. The City reserves the right to inspect the organizations facilities, personnel, and business at any time, or to take any other action necessary to determine the contractor's ability to perform. The City reserves the right to reject SOQs where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any number of responding contractors and/or to eliminate any process if deemed to be in the City's best interest.
10. **Other Governmental Entities:** If an organization is awarded a contract as a result of this SOQ, the organization will, if they have sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of this SOQ/RFP.
11. **Forms:** Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your response. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated. A contract Agreement will be completed after award.
12. **Terms and Conditions:** All terms and conditions in the prime contract are incorporated in any sub-contracts.

ORGANIZATION NAME: \_\_\_\_\_

SECTION 6: TERMS AND CONDITIONS - continued  
SIGNATURE PAGE

CONTRACT:

The contract will remain firm until contract expiration.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

ORGANIZATION'S REPRESENTATIVE NAME \_\_\_\_\_  
(Print)

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City's specifications and this SOQ must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this SOQ process.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:** I, \_\_\_\_\_, certify that I have read the ***Instructions to Organizations*** (3 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**NOTE:**

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

**CURRENCY:**

Contract prices will be in U. S. Funds.



## **CITY OF TROY STATEMENT OF QUALIFICATIONS (SOQ) PLANNING AND CONSULTING SERVICES**

### **SECTION 7: SCOPE OF SERVICES**

#### **OBJECTIVES**

The City of Troy is seeking planning services to assist the City on an as needed basis to aide staff with regard to periodic zoning and planning investigations and reports, review of development projects and / or consultation with City staff regarding planning and development programs and policies. The successful organization will become an integral team member and will attend regularly scheduled meetings of the Planning Commission, City Council, and other meetings as requested by the City.

The City of Troy, hereinafter referred to as the “City”, is beginning the process to select a Contractor to perform planning and consulting services for the City.

Through this Statement of Qualifications, the City seeks to:

- Determine qualifications of the organizations submitting SOQs;
- Specify the terms and conditions that would govern any resulting contracts and negotiations;
- Select the qualified team.

This Statement of Qualifications details the instructions for submitting proposals, and the procedure and criteria by which a successful team will be evaluated and selected.

#### **SCOPE OF SERVICES:**

The planning and consulting services may include, but not be limited to:

1. Keep regular office hours in the Planning Department. Presently one day per week but may vary, as determined by the City.
2. Meet with prospective applicant(s) and/or their consultant team to discuss potential project(s). Discuss viability of the proposed project(s). Viability issues will include, but not be limited to, Zoning Ordinance compliance, site constraints, access, Master Plan designation and density.
3. Review and prepare reports on development applications, including but not limited to site plans, special use applications, Planned Unit Development applications, rezoning applications, subdivision applications and site condominium applications. Review and findings shall be based on the City's Zoning Ordinance, Master Plan, and other ordinances and standards that may apply.
4. Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.
5. Attend Planning Commission, City Council and other meetings, on an as needed basis to present summary reports and answer questions as requested by Planning Department.
6. Conduct research and analysis on an as needed basis as requested by the Planning Department for various issues including but not limited to planning and zoning.
7. Assist the Planning Department in developing reports and supporting presentation graphics for, but not limited to, the Planning Commission, City Council and Zoning Board of Appeals.

**SCOPE OF SERVICES** - continued

8. Assist the Planning Department in interpreting and applying the standards contained within the City's Zoning Ordinance and other ordinances related to land use.
9. Assist the Planning Department in day to day tasks, including but not limited to processing applications, assisting residents and applicants at the counter, assisting residents and applicants on the telephone, and other tasks assigned by the Planning Director.
10. Additional related planning and zoning services as assigned by the Planning Director.

Project assignments will be on an as-needed basis. Not each project submitted to the City for review and approval will necessarily require any or all of the professional services of the organization. The City reserves the right to perform work in-house or to assign specific projects on a separate competitive or negotiated basis to the selected organization or to other organizations currently working on existing City projects.

To assist the organization, the City will provide the organization with a copy of the Zoning Ordinance, Master Plan and other ordinances and documents necessary to perform the assigned task(s).

**CONSULTANT'S QUALIFICATIONS**

In keeping with the objectives, the scope of services and service specifications as previously indicated in this "Statement of Qualifications", consultants submitting qualifications shall outline in detail the manner in which the consultant shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- a) A detailed description of the organization's background and previous experience shall be included with the SOQ. Background information and experience shall also be submitted for all key persons whom are to be utilized to fulfill the requirements of this contract.  
  
The SOQ shall specify the individual responsible for client contact, preparation of reports, and attendance at Planning Commission and City Council meetings. The minimum requirement for this individual is ten (10) years experience and AICP certification.  
  
In the event that portions of the work are to be subcontracted or a joint affiliation utilized, details of such affiliation shall be furnished along with the same information as required for the principal planning firm.  
  
Background information should principally relate to municipal experience for cities with a population of 50,000 or greater and with a similar scope of experience.
- b) Consultant's staffing and personnel, including current and projected workload and availability to serve the City under this contract.
- c) Communication and coordination between the consultant and the City.
- d) Compatibility with City's standards, goals and objectives.
- e) Compatibility with City software.
- f) Consultant's ability to work with the City.
- g) Consultant's experience and ability to work with private developers, contractors, property owners and the general public.
- h) Specialized experience in municipal work, including planning reports and studies.
- j) Record of firm in accomplishing work on projects in the required time and within budget.

The outline at a minimum shall address (continued):

- k) Any evidence of professional and/or technical competence and experience and qualifications of key personnel to be assigned to the City.

**CRITICAL DATES**

The following is a **TENTATIVE** schedule for the selection and hiring of the building department contractor:

- a) SOQ – Planning and Consulting Services posted to MITN: **December 18, 2020**
- a) Deadline for submission of qualifications: **January 14, 2021**
- b) Review of qualifications completed/shortlist of contractors: Week of **January 18, 2021**
- c) Interviews: week of **Week of January 25, 2021**
- d) Deadline for submission of detailed price proposals: **February 4, 2021**
- e) City Council Award: **February 22, 2021**
- g) Preparation and execution of contract: by **April 1, 2021**





SECTION 8: ORGANIZATIONAL QUESTIONNAIRE

**DATE:** \_\_\_\_\_  
Month/Date/Year

**ORGANIZATION NAME:** \_\_\_\_\_

**ESTABLISHED:** \_\_\_\_\_ 19\_\_ / 20\_\_ **STATE:** \_\_\_\_\_

**TYPE OF ORGANIZATION:** (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other \_\_\_\_\_

If applicable:

**FORMER ORGANIZATIONAL NAME(S)**

**YEARS IN BUSINESS**

\_\_\_\_\_  
\_\_\_\_\_

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

**1. How many years has your organization been providing planning consulting services? (10 years minimum)**

\_\_\_\_\_ YEARS Explain (if in a related field): \_\_\_\_\_  
\_\_\_\_\_

**2. Describe your organization's background and its business structure. Describe capabilities specific to the scope of work within this SOQ.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Provide any unique qualifications, prior experience or similar projects that demonstrate your organizations approach and understanding of this project.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Planning and Consulting Services

Section 8: Organizational Questionnaire - continued

Page 2 of 3

**4. Provide a listing of personnel from the organization who would be assigned to this account.**

Please provide resumes, copies of certifications, registrations, qualifications, degrees, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section.

TITLE	NAME	DEGREE/ CERTIFICATION	EXPERIENCE/ YEARS

**5. What is your organization's experience relative to planning and zoning investigations and report writing along with the development of planning programs and policies?**

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**6. Please explain your firm's approach to meeting project timetables and include your normal turnaround time for the activities specified.**

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**7. References – please list at least three (3) local government jurisdictions where your organization currently provides planning consultant services that are similar in scope to the type of work described in this SOQ. Include any appropriate information your organization feels substantiates your qualifications, track record and commitment to providing these services. A contact name and listed information is required.**

Entity Name	Address	Business/Agency Affiliation	Contact Name	Phone Number

ORGANIZATION NAME: \_\_\_\_\_



Planning and Consulting Services

Section 8: Organizational Questionnaire - continued

Page 3 of 3

8. List all contract commitments your organization has been engaged to perform for 2021/2022. Give organization name, name of contract and value of contract.

ORGANIZATION	CONTRACT	VALUE

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Organization Representative: \_\_\_\_\_

Representative's Name: \_\_\_\_\_  
(print)

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION 9: ATTACHMENTS



## **Legal Status of Bidder:**

**The Bidder shall fill out the appropriate form and strike out the other two:**

---

A **corporation** duly organized and doing business under the laws of the State of \_\_\_\_\_  
for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

---

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

\_\_\_\_\_, being duly sworn deposed, says that he/she  
(Print Full Name)

is \_\_\_\_\_. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

\_\_\_\_\_  
SIGNATURE OF PERSON SUBMITTING BID

\_\_\_\_\_  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in and for \_\_\_\_\_  
\_\_\_\_\_ County.

My commission expires:

\_\_\_\_\_



---

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

***[ ] I am able to certify to the above statements.***

---

Name of Agency/Company/Firm *(Please Print)*

---

Name and title of authorized representative *(Please Print)*

---

Signature of authorized representative

Date

***[ ] I am unable to certify to the above statements. Attached is my explanation.***



---

## VENDOR CERTIFICATION THAT IT IS NOT AN “IRAN LINKED BUSINESS”

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

<b>Vendor</b>	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_





**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

\_\_\_\_\_ and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )

)ss.

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by

\_\_\_\_\_

# Sample Certificate for Low and Medium Hazard Projects



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
00/00/20XX

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

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

<b>PRODUCER</b> ABC Insurance Agency 123 Main Street Anywhere, USA		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 555-555-1234 FAX (A/C, No): 555-555-5678 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ABC Insurance Company NAIC # 00000 INSURER B: DEF Insurance Company 00000 INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> XYZ Construction Company 456 Main Street Anywhere MI			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NOT-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	00-00-00-00	00/00/00	00/00/00	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - See Endorsement  
 Cancellation Notice - See Endorsement  
 Primary & Non-Contributory - See Endorsement

Project name: \_\_\_\_\_

<b>CERTIFICATE HOLDER</b> Entity Name Attn: Contact Name Entity Address City, State Zip	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT SIGNATURE
---	---

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## Sample Additional Insured / Completed Operations Endorsement

POLICY NUMBER: 00-00-00-00

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
AS REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample Additional Insured & Primary /Non-Contributory Endorsement for General Liability

PI-GL-005 (07/12)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 00/00/00

**Name of Person or Organization (Additional Insured):**

The Member, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

## Sample Cancellation Endorsement

INTERLINE  
ILD 90 07 03 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **NOTICE OF CANCELLATION TO THIRD PARTY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

#### **SCHEDULE**

<b>Name of Person or Organization and Mailing Address</b>	<b>Number of Days Notice</b>
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
  2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;
- to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.



## STATEMENT OF NO INTEREST

SOQ NUMBER: **SOQ-COT 21-16**  
TITLE: Planning and Consulting Services

**Please Send or Fax To:**  
City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

FAX NUMBER: **(248) 619-7608**

We, the undersigned, have declined to respond on the subject SOQ for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in responding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS:

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COMPANY INFORMATION:

COMPANY NAME:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE:

ORGANIZATION NAME:

ADDRESS:

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FAX NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

IMPORTANT NOTE:

To qualify as a respondent to the SOQ, the ORGANIZATION must submit a SOQ or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final SOQ results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).

**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

THIS AGREEMENT entered into on \_\_\_\_\_, 2021, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and \_\_\_\_\_, hereinafter referred to as a the “Consultant” or “Consultant”.

WHEREAS, The City desires to engage the “Consultant” to provide planning services as set forth herein.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

**SECTION 1.0**

**PLANNING SERVICES**

The “Consultant” for his part agrees to provide planning assistance at the request of the Client. Such assistance may include zoning and planning investigations and reports, review of development projects and /or consultation with City staff regarding planning and development programs and policies.

**SECTION 2.0**

**COLLECTION OF DATA**

It is understood that the “Consultant” will have the cooperation of the “City” in the collection of basic data and other information for the above work.

**SECTION 3.0**

**PAYMENT FOR SERVICES**

- 3.1 Planning Consultant – At the request of the “City”, the “Consultant” shall perform periodic investigations relative to community planning, zoning, economic development, community development, and other matters.

Such periodic investigations shall be performed at the rates provided in the Request for Proposal and outlined in Exhibit A.

- 3.2 Meeting Attendance – The “Consultant” shall attend regularly scheduled meetings of the Planning Commission and City Council, as requested by the “City” and subject to the availability of the “Consultant”.

Such meeting attendance shall be performed at the hourly rates set forth in Exhibit A.

- 3.3 Development Review – The “Consultant” shall coordinate and review land development proposals such as site plans, site condominiums, and special land use as requested by the “City” in accordance with the hourly rates as set forth in Exhibit A.

- 3.4 Special Projects – Periodically the “Consultant” may be requested by the “City” to perform a project which is beyond the scope of a minor investigation anticipated in Exhibit A. The “City” may request the “Consultant” to provide the “City” with an estimate cost of services which may be provided on a cost not-to-exceed or lump sum basis.

- 3.5 Terms of Payment – The “Consultant” shall present the “City” an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the “City”.

- 3.6 Negligence – The “Consultant” will be held responsible for additional costs resulting from negligence, mismanagement, delays or improper guidance. When it can be established that the “Consultant” is clearly at fault, these additional costs will be borne by the “Consultant”.



**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

**SECTION 4.0**

**OWNERSHIP OF MATERIALS**

All documents or other materials prepared by the "Consultant" under this Agreement shall be considered the property of the "City".

**SECTION 5.0**

**INSURANCE**

The "Consultant" shall not commence work under this agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the City. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. The "Consultant" shall require each of its subconsultants, if any, to maintain the following required insurance. If any insurance is written with a deductible or self-insured retention, the "Consultant" shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the "Planning Consultant's" indemnification of the City.

The "Consultant" and its subcontractors, if any, shall procure and maintain during the life of the agreement the following coverage and produce valid certificates of insurance upon request by the City:

1. Workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include a minimum \$500,000 employers liability coverage.
2. Commercial general liability insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions:
  - a. Per Contract Aggregate (Annual Aggregate Contract Limit)
  - b. Contractual liability
  - c. Products and completed operations
  - d. Independent contractors coverage
  - e. Broad form general liability extensions or equivalent
3. Motor vehicle liability coverage, including Michigan no-fault coverage for all vehicles used in the performance of the contract. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Limits of liability shall not be less than \$1,000,000 per occurrence combined single limit bodily injury and property damage.
4. Professional liability coverage, issued on an "occurrence basis" or "claims made basis", with limits of liability of not less than \$1,000,000 per occurrence/aggregate, or per claim/aggregate if on a "claims made basis". If written on a "claims made basis", the policy must continue for a period of two (2) years following the termination or end date of the contract with the City. Whether on an "occurrence basis" or a "claims made basis", the policy shall include:
  - a. per contract aggregate and
  - b. deletion of all contractual liability exclusions and/or provisions.
5. Additional insured endorsements on both the commercial general liability insurance and motor vehicle liability coverage, as described above, shall include an endorsement stating the following shall be additional insured's:

"The City of Troy, including architects and engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are additional insured." (On an ISO form B or broader.).

DRAFT – Subject to amendment prior to execution

**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

6. Cancellation notice. Worker' compensation insurance, commercial general liability insurance, motor vehicle liability insurance and professional liability insurance, as described above, shall include an endorsement stating that thirty (30) days' advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

Stephen Cooperrider, Risk Manager  
City of Troy  
500 W. Big Beaver  
Troy, MI 48084

**SECTION 6.0**

**INDEMINIFICATION AND HOLD HARMLESS**

Indemnification, except professional liability. To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

1. Indemnification, professional liability.
  - a. The Consultant expressly agrees to indemnify and hold the City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the Consultant or anyone acting on the Consultant's behalf, in connection with, or incidental to, the contract or work to be performed, except that the Consultant shall not be responsible to indemnify the City for any losses or damages to the extent that same are caused by or result from the gross negligence of the City or any other person or entity.
  - b. To the extent of the Consultant's actual degree of fault, the Consultant's obligation to indemnify and hold the City harmless shall include:
    - i. The obligation to defend the City from any such suit, action or proceeding, and;
    - ii. The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the Consultant's actual fault.
2. The Consultant agrees that it will not settle or resolve any claim or action against the Consultant based upon its acts which includes, or may include, a claim or count against the City or its employees without obtaining a full and complete release in favor of the City with respect to any and all claims or counts against the City except those based upon the gross negligence or willful or wanton misconduct of the City or its employees.
3. The Consultant and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

DRAFT – Subject to amendment prior to execution

**CITY OF TROY**  
**AGREEMENT FOR PLANNING AND CONSULTING**  
**SERVICES**

SECTION 7.0

CONFLICT OF INTEREST

Provide a statement that the "Consultant" will not perform any services for the City in which there is a conflict of interest, or the appearance of a conflict of interest, with any builder, developer, contractor or private client who is or might be expected to be active in the City.

SECTION 8.0

TERMINATION

The City reserves the right to terminate the contract at any time with the assurance that the "Consultant" shall be entitled to reimbursement for any services rendered prior to the date of termination.

THIS AGREEMENT is executed and made effective as provided above.

**CONTRACTOR:**

By: \_\_\_\_\_

Print Name:

Title/Position:

**CITY OF TROY**

BY: \_\_\_\_\_  
Ethan Baker

\_\_\_\_\_  
Mark F. Miller, City Manager

RESOLUTION NUMBER: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_

\_\_\_\_\_  
Lori Grigg Bluhm, City Attorney

ATTEST: \_\_\_\_\_  
Aileen Dickson, City Clerk

**A. ALL TO ORDER:**

A Special Joint Meeting of the Troy City Council and Downtown Development Authority was held electronically on Wednesday, February 3, 2021. Mayor Baker called the meeting to order at 6:00 PM.

**B. ROLL CALL:**

(a)

<u>City Council</u>	<u>Downtown Development Authority</u>
Mayor Ethan Baker	Alan Kiriluk, Chairman
Edna Abraham	Timothy Blair
Mayor Pro Tem Theresa Brooks	Cheryl Bush
Rebecca Chamberlain-Creangă	Laurence Keisling
Ann Erickson Gault	Martin Knollenberg
David Hamilton	Kenny Koza
Ellen Hodorek	Daniel MacLeish
	Ward Randol Jr. - Absent
	Ernest Reschke
	Douglas Schroeder - Absent
	Tara Tomcsik-Husak

**C. PUBLIC COMMENT:**

There was no public comment submitted.

**D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:****D-1 Troy City Council and Downtown Development Authority Joint Study Session: Budget Forecast and Potential Amendments to the DDA Plan**

Mayor Baker introduced the meeting and turned the introduction over to Chairman Kiriluk. Chairman Kiriluk commented that he appreciates the relationship between the Downtown Development Authority and City Council and thanked City Administration for the opportunity for this meeting.

City Manager Miller introduced the purpose of the meeting and turned the presentation over to City Attorney Bluhm.

City Attorney Bluhm continued the presentation and discussed the DDA boundary, the purpose and powers of the DDA. She also discussed Zen Apartments, the first residential development in the DDA District, and some of the requirements as a result of the residential development.

City Manager Miller continued the presentation and discussed the history of the DDA, past projects, the 2013 Amendment, the 2017 Amendment, which is the current Plan, and the Troy DDA Quality Development Initiative (QDI).

Chief Financial Officer Maleszyk discussed the 2021 budget. He discussed the 2021 forecast and some of the potential impacts of COVID-19.

Public Works Director Kurt Bovensiepe continued the presentation and discussed the landscaping and deficiencies with the landscaping in the DDA District. He said it is City Administration's recommendation for a request for qualifications to obtain a landscape designer to begin the design process so they can determine the costs and be prepared to execute the plan in the future.

City Manager Miller turned the discussion back to City Council and the DDA for their discussion and recommendations.

Mr. Knollenberg asked about the DDA District map and some properties that are excluded, whether they can be included, and the cash flow impacts on the DDA. City Attorney Bluhm commented that the changes occurred in 2013, where properties that fell below the values they were when the DDA was created were removed. She said it would be difficult to add them back in, that there may not be a benefit, and that the other taxing jurisdictions may object. City Manager further explained that when the DDA was created in 1993, there was a base value on the properties and when the property values increase, the DDA receives tax increment financing capture. He said the property values fell below the value in 1993 and they were causing a negative draw on the TIF, so by removing the properties from the TIF Plan, they were able to increase the revenue.

Chairman Kiriluk asked for clarification on adjustments in the budget for marketing and landscaping. City Manager Miller said they will propose a budget for the April meeting and will research and estimate what they will need to expend for landscaping. He commented on concerns with adding additional money for marketing until they discuss and evaluate what the needs are for marketing.

Council Member Chamberlain-Creangă asked how the decrease capture of taxable value affects the QDI. City Manager Miller said each QDI is by individual property and based on the how much investment they make and the value of the property, so he doesn't think it will impact Unicorp at 888 W. Big Beaver Rd. City Manager Miller commented that the impacts to the payment to the developer is that they finish the construction occupy it to increase the value of the property. City Assessor Nino Licari reiterated that the QDI only pays on taxes paid. He said that while the overall value may increase, they may not receive that full value if taxes are not paid.

Council Member Chamberlain-Creangă asked for updates on any projects that were planned for the DDA District. Economic Development Specialist Glenn Lapin said that there are projects in the planning stages, but they have been delayed due to COVID. She said they have not received any applications for QDI.

Mayor Baker asked if there have been any cancellations for projects not involving QDI. Mr. Lapin responded not that he is aware of any cancellations.

Council Member Chamberlain-Creangă asked about marketing ideas. Mr. Lapin said there were some great ideas from a marketing firm, but it is difficult to prioritize the marketing strategies during the pandemic. He said they will need to revisit marketing.

Council Member Abraham asked about the Citizens Council. City Attorney Bluhm responded that it would be a 9-member board from the development area and the appointment process is similar to other boards. City Manager Miller said occupancy will begin in June, but it will be a phased occupancy and it will take time to reach 100 residents. City Attorney Bluhm said the Plan can be amended with a reference that a Development Area Citizens Council will be created.

Council Member Abraham asked about the longevity timeframe with a landscaping plan. Mr. Bovensiep said the longevity in a median or right-of-way setting has an expectancy of 15-20 years. He said they will provide criteria to the landscape architect for a 20-25-year landscape design.

City Attorney Bluhm clarified that the Citizens Council is required when there are 100 residents; however, the number of apartments proposed exceeds 100 apartments. Community Development Director Brent Savidant said they have proposed 272 apartments and they plan to occupy the first four stories in June.

Mayor Baker asked what are the consequences if they cannot find 9 people to occupy the board. City Attorney Bluhm said if there is no plan or TIF amendments then there is no need to have the board occupied. She said it is helpful and encouraged to have people living there providing recommendations.

Ms. Tomcik-Husak commented that they are already working on lease agreements for people who work at the 888 W. Big Beaver development and she doesn't think it will be difficult to find people for the Citizens Council.

Council Member Hamilton commented on the DDA District map and asked if the excluded parcels are still negative now. He asked if they could add the old Kmart HQ parcel if they have a plan in place. He asked what do other DDA's do with their Fund Balance. City Attorney Bluhm said it is a complicated analysis and she urged caution if considering to add a property back into the TIF revenue capture. City Manager Miller asked the City Assessor if any other properties have fallen below or have increased their original value. City Manager said they would need to evaluate the values of the properties. He said by adding the properties back in they risk the TIF and the DDA going forward. City Attorney Bluhm recommended that the values be based on the dates they were added back in. City Assessor Licari said there are parcels that fall below the taxable value. He said he is lowering taxable values, but it is not a crisis situation. He said every single parcel removed from the TIF Plan are still below the 1993 value, and he explained the challenges with adding a parcel back into the TIF Plan.

Council Member Hamilton asked what are other DDA's investing in with their Fund Balance. City Manager Miller said they will propose the budget in April with the debt and the appropriate Fund Balance amount in mind. He also discussed the powers of the DDA and said they will present more information at the April meeting.

Chairman Kiriluk commented that the promotion and branding of the DDA will offer interesting prospects. He said they need to attract employers and employees to Troy. He also commented on the Big Beaver interchange and the possible impacts to the DDA. City Manager Miller said Mr. Bovensiep met with MDOT to discuss the landscaping plan. Mr. Bovensiep commented that the landscaping will be basic. City Attorney Bluhm clarified that the DDA is limited by State Statute and also what is in the approved DDA Plan.

Mr. Keisling asked if there are other residential developments proposed in the DDA District. Mr. Savidant said the Kelly Services site has proposed some residential units, but the application is pending. He also said there is talk of a hotel switching over to residential units.

Council Member Hodorek commented that the landscaping needs a redesign. She asked if it is limited to plantings and trees. City Manager Miller said the current Plan talks about maintenance of what is currently there, which may include updates to irrigation and electrical, and anything above maintenance would require a revision to the Plan. City Attorney Bluhm said a conservative approach would be to amend the Plan which can be done relatively quickly. City Manager Miller said the plan would include new trees under maintenance.

Mr. Keisling commented that the landscape plan should include more than the median. City Manager Miller clarified that the plan would cover the whole right-of-way, sidewalk to sidewalk.

Council Member Hodorek said she would like to refresh the landscaping on Big Beaver.

Mayor Baker clarified if the landscape design proposal and Plan amendments can be a part of the April meeting. City Attorney Bluhm said the current Plan is limited to maintenance, marketing and paying the bonds.

Chairman Kiriluk agreed with evaluating the current Plan and determining recommendations for changes for the near future.

Council Member Abraham recommended having the design architect consider a phased approach on the landscape plan.

Mr. Knollenberg asked if Administration is asking for a recommendation today or before the April meeting. City Manager Miller asked for input on the direction for the DDA. He said under the current plan, Administration recommends amending and improve the landscaping under the maintenance classification. He said the input and consensus from tonight's meeting will provide Administration direction on the budget going forward and to begin the process on amending the Plan. Mr. Knollenberg commented on adding long-term maintenance and costs for landscaping. He asked if the DDA can seek outside funding, such as grants. City Attorney Bluhm said the DDA can receive grants. City Manager Miller said the DDA budgets \$340,000 for maintenance, and Mr. Bovensiepp discussed what that includes. Mr. Knollenberg asked if the DDA should consider outside funding. Mr. Miller said City Administration will look into grant funding.

Mayor Pro Tem Brooks commented on seeking grant funding and she provided an example.

Mayor Baker commented regarding budgeted amounts for the maintenance of Big Beaver. City Manager Miller said the initial consensus is to do landscaping above and beyond maintenance and they will prepare the budget and look to revising the Plan accordingly.

Mayor Baker commented on whether additional funds should be budgeted for marketing. Chairman Kiriluk spoke about vacancies in the corridor and the downward trend for rent, and he said a broader strategy is required to market the corridor. He recommends that Administration develop a plan, determine the costs, and whether it requires an amendment to the Plan.

Mayor Baker commented that restaurants and retail are heavily dependent on whether office buildings are full. He agreed with Chairman Kiriluk about looking to the future for more aggressive marketing strategies.

Council Member Hamilton commented on how sensitive the TIF revenue and DDA is to the vacancy rates. He said the money spent on marketing may bring back more revenue than it costs. He commented that we are a job center, but we do not market like we are.

Chairman Kiriluk commented that when assets deplete, it is a ripple effect to the City and its desirability. He said it is problematic on a long-term basis.

Council Member Chamberlain-Creangă agreed with the current funding for marketing. She recognizes the future of work may not go back to the way things fully were before COVID, and she believes they need to be cautious and very strategic toward marketing.

Council Member Hodorek understands that workspaces may evolve, but she wants Troy and Big Beaver to be where they should be looking for workspace. She said the budgeted amount may not be enough to find a source to carry out good community relations and a marketing plan.

Council Member Hamilton commented that while the demand for office space may go down, the demand for housing and work-from-home space may go up. He said the DDA has very limited residential and they may want to accommodate that shift. The Mayor commented that there is consensus to continue the current budgeted amount and to look at options for increased funding for marketing and promotion costs.

Mr. MacLeish commented that the I-75 interchange, not just COVID, has had an impact on our vacancy rates. He said once you lose a tenant, it is difficult to get them back. He also said the landscaping in the Big Beaver corridor has to be improved in order to boost the vacancy rates. Mayor Baker asked for any updates on the DDI. City Manager Miller commented that the City does not have any clout on making the project move any faster.

Mr. MacLeish commented on islands on the Woodward corridor in Birmingham and Bloomfield. He suggested that the Mayor reach out to Lansing regarding completing the corridor.

Mr. Knollenberg agreed with Mr. MacLeish and it is difficult to market the Big Beaver corridor when it is under construction. He said it is important to develop a multi-faceted marketing plan and be ready for when everything opens.

Council Member Hamilton commented on the changes that will occur between now and July. He said he expects an economic explosion when everything opens and it is important to be ready.

Council Member Erickson Gault said that marketing is great, but it is clear to steer the DDA away from office space and retail. She believes those areas will bounce back, but they are not growth areas. She said they should consider amending the DDA Plan to allow for some of the other powers allowed by the DDA, such as analyzing growth, analyzing economic change, and implementing a development plan. She said they should consider a 10+ year plan for the DDA to bounce back but to also help it to grow.



Council Member Hamilton mentioned that this year they are required to do a 5-year update of the Master Plan and he hopes DDA Members can be a part of that process. City Attorney Bluhm said that DDA has been a part of the process in the past. City Manager Miller provided some history on the Big Beaver Corridor Study, which was made part of the Master Plan in 2008, the amendment to the Zoning Ordinance in 2011, and why they created the QDI. Mr. Savidant said he talks with developers daily encouraging them to think creatively and contemplate mixed use developments. He said during the 2016 amendment process, they targeted the development community and received a lot of positive feedback. City Manager Miller said the DDA will be part of the Master Plan process.

Mayor Baker said it is important to look long-term, but also recognize the existing buildings and market what we currently have. He likes the idea of more residential, but he also understands that ultimately a developer will develop what will make them the most money.

City Manager Miller summarized the discussion and said Administration needs to evaluate and determine an appropriate fund balance amount, move forward with an amendment to the Plan with more residential representation, look at a Plan amendment to allow for more landscaping improvement above maintenance, continue with the current budgeted amount for marketing and consider more in the future as needs arise, and look at the planning tools related to the DDA and the Master Plan and determine if any Plan amendments are needed.

City Attorney Bluhm summarized that the DDA is looking for flexibility and to look into a Plan amendment that would allow for flexibility, but also make sure the funding is there for the debt obligations. She also commented about looking into grants and donations.

Chairman Kiriluk commented on having the ability for crossovers, such as at the Altair location. He stressed the importance of refreshing the landscaping in the corridor. He said marketing is important, but it is more complicated and will take some time.

Mayor Baker restated City Attorney Bluhm's comments for amendments to the Plan that allow the most flexibility, while also recognizing the priority of paying back the bonds.

City Manager Miller thanked the DDA and City Council for meeting on short notice. He said their input really helps City Administration do their jobs more concisely.

City Manager Miller commented that another Special Joint Meeting will be required when they have a proposed amendment to the Plan.

## **E. OTHER BUSINESS:**

## **F. ADJOURNMENT:**

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

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Mayor Ethan Baker

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M. Aileen Dickson, MMC, MiPMC II  
City Clerk

**2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

March 10, 2021 ..... Joint Meeting with Global Troy Advisory Committee  
March 23, 2021 ..... Personnel Evaluations  
April 19, 2021 ..... Budget Discussions  
April 22, 2021 ..... Budget Discussions

**2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

February 8, 2021 ..... Regular Meeting  
February 22, 2021 ..... Regular Meeting  
March 8, 2021 ..... Regular Meeting  
March 22, 2021 ..... Regular Meeting  
April 12, 2021 ..... Regular Meeting  
April 26, 2021 ..... Regular Meeting  
May 10, 2021 ..... Regular Meeting  
May 24, 2021 ..... Regular Meeting  
June 14, 2021 ..... Regular Meeting  
June 28, 2021 ..... Regular Meeting  
July 12, 2021 ..... Regular Meeting  
July 26, 2021 ..... Regular Meeting  
August 9, 2021 ..... Regular Meeting  
August 30, 2021 ..... Regular Meeting  
September 13, 2021 ..... Regular Meeting  
September 27, 2021 ..... Regular Meeting  
October 11, 2021 ..... Regular Meeting  
October 25, 2021 ..... Regular Meeting  
November 8, 2021 ..... Regular Meeting  
November 22, 2021 ..... Regular Meeting  
December 6, 2021 ..... Regular Meeting  
December 13, 2021 ..... Regular Meeting

**A. CALL TO ORDER:**

A Regular Meeting of the Troy City Council was held electronically on Monday, February 8, 2021. Mayor Baker called the meeting to order at 7:30 PM.

**B. ROLL CALL:**

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

**C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:**

- C-1** Proclamation to Thank Randy Norman and Eli of Troy Menswear 50 Years in Business

**D. CARRYOVER ITEMS:**

- D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

- E-1** No Public Hearings

**F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**

Daniel Wu	Spoke about lack of COVID vaccines for residents at Oakland Park Towers
State Rep. Padma Kuppa (Dist. 41)	Provided a legislative update.

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

City Manager Miller commented that they spoke with Oakland County and suggested that they reach out to the senior residential communities in their efforts to get residents vaccinated.

**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 – Board of Review, 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, Liquor Advisory Committee, Traffic Committee, Zoning Board of Appeals**

a) **Mayoral Nominations:**

Resolution #2021-02-016

Moved by Baker

Seconded by Erickson Gault

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:

**Board of Review**

Appointed by Mayor

3 Regular Members

3 Year Term

**Nominations to the Board of Review:**

**Term Expires: 1/31/2024**

**Frank Strahl**

Term currently held by: Frank Strahl

Yes: All-7

No: None

**MOTION CARRIED**

b) **City Council Nominations:**

Resolution #2021-02-017

Moved by Brooks

Seconded by Hodorek

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

Liquor Advisory Committee

Appointed by Council  
7 Regular Members  
3 Year Term

Nominations to the Liquor Advisory Committee:**Term Expires: 1/31/2024****David Ashland**

Term currently held by: David Ashland

**Term Expires: 1/31/2024****Ann Comiskey**

Term currently held by: Ann Comiskey

**Term Expires: 1/31/2024****Max Ehlert**

Term currently held by: Max Ehlert

Yes: All-7  
No: None

**MOTION CARRIED****I-3 No Closed Session Requested****I-4 Proposed Revisions to Troy City Council Code of Ethics and Rules of Procedure  
(Introduced by: Lori Grigg Bluhm, City Attorney)**

Moved by Hamilton  
Seconded by Hodorek

RESOLVED, That the Troy City Council Code of Ethics, as amended and attached and with the addition of “city organizations” after “business and economic development”, is hereby **ADOPTED**, and once executed, **SHALL BE PLACED** prominently on the City’s website.

RESOLVED, That Troy City Council hereby **ADOPTS** the Troy City Council Rules of Procedure, as amended and attached.

**Motion to Amend Item I-4 Proposed Revisions to Troy City Council Code of Ethics and Rules of Procedure**

Resolution #2021-02-018  
Moved by Baker  
Seconded by Hamilton

RESOLVED, That Troy City Council hereby **AMENDS** the Troy City Council Code of Ethics to **STRIKE** the word “city” before “organizations”.

Yes: All-7  
No: None

**MOTION CARRIED****Vote on Resolution as Amended**

Resolution #2021-02-019  
Moved by Hamilton  
Seconded by Hodorek

RESOLVED, That the Troy City Council Code of Ethics, as amended and attached and with the addition of “organizations” after “business and economic development”, is hereby **ADOPTED**, and once executed, **SHALL BE PLACED** prominently on the City’s website.

RESOLVED, That Troy City Council hereby **ADOPTS** the Troy City Council Rules of Procedure, as amended and attached.

Yes: All-7  
No: None

**MOTION CARRIED**

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**I-5 Goal Review and Recommendation Consulting Services (*Introduced by: Robert J. Bruner, Assistant City Manager*)**

Resolution #2021-02-020  
Moved by Erickson Gault  
Seconded by Chamberlain-Creangă

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *GovHR of Northbrook, IL*, for Consulting Services related to Community Engagement and Diversity, Equity and Inclusion as detailed in the attached proposal for an estimated total amount of \$5,300.00.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the company’s submission of properly executed proposal and contract documents, including agreements, insurance certificates and all other specified requirements.

Yes: All-7  
No: None

**MOTION CARRIED****J. CONSENT AGENDA:**

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

Resolution #2021-02-021-J-1a

Moved by Abraham  
Seconded by Hamilton

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

Yes: All-7  
No: None

## MOTION CARRIED

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

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### **J-2 Approval of City Council Minutes**

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Resolution #2021-02-021-J-2

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

- a) City Council Minutes-Draft – January 25, 2021
- b) City Council Special Meeting Minutes-Draft – February 1, 2021

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### **J-3 Proposed City of Troy Proclamations:**

Resolution #2021-02-021-J-3

- a) Service Commendation for Recreation Director Elaine Bo

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### **J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 4: US Communities/OMNIA Cooperative and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Family Aquatic Center Deck Lighting Upgrade**

Resolution #2021-02-021-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Graybar of Belleville, MI*, to purchase LED Deck Lighting Fixtures for the Troy Family Aquatic Center for an estimated cost of \$35,090.89 at prices detailed in the quote and as per the US Communities/ OMNIA Purchasing Cooperative Contract #EV-2370.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Harlan Electric Company of Rochester Hills, MI*, which is the City's street lighting contractor (Resolution #2020-12-174-J-4a) for an estimated cost of \$18,000 for a total estimated cost of \$53,090.89 with a 10% contingency not to exceed budgetary limitations.

- b) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 20-05 – Axtell/Maxwell/Stutz Water Main Replacement**



Resolution #2021-02-021-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 20-05, Axtell/Maxwell/Stutz Water Main Replacement, to *Diponio Contracting, Inc., 51251 Simone Industrial Dr., Shelby Twp., MI 48316*, for their low total bid amount of \$877,535.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 15% of the total project cost.

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#### **J-5 City of Troy Investment Policy and Establishment of Investment Accounts**

Resolution #2021-02-021-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the *Investment Policy and Establishment of Investment Accounts* as outlined in the memorandum and revised by Chief Financial Officer, Robert C. Maleszyk, dated February 3, 2021; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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#### **J-6 2021 Specialized Services Operating Assistance Program**

Resolution #2021-02-021-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between SMART and the City of Troy for the Specialized Services Operating Assistance Program that includes \$27,692 in revenue, which will be used for the Troy R.Y.D.E transportation service, and the Mayor and City Clerk are **AUTHORIZED** to execute the necessary documents; a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

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#### **J-7 Request for Recognition as a Nonprofit Organization from Alex's Saints**

Resolution #2021-02-021-J-7

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

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#### **J-8 Contract Extension – Audit Services**

Resolution #2021-02-021-J-8

WHEREAS, The Rehmann Group of Troy, MI, has offered to extend the current contract for fiscal year ending June 30, 2021 and 2022 at a cost of \$65,600 and \$67,600 respectively; and,

WHEREAS, The Rehmann Group has consistently met all expectations during the years under audit; and,

WHEREAS, The Rehmann Group is located in the City of Troy and nationally recognized as a leader in providing local governmental assurance services;

THEREFORE, BE IT RESOLVED, That Troy City Council **DEEMS** it to be in the City's best interest to hereby **APPROVE** and **EXTEND** the contract to provide Auditing Services for the City of Troy for two (2) years; fiscal year ending June 30, 2021 and 2022 by the *Rehmann Group of Troy, MI*, for a fee of \$65,600 and \$67,600, and if required \$5,000 and \$5,200 for the Single Audit, for an estimated grand total amount of \$70,600 and \$72,800.

---

**J-9 PA 152 – Publicly Funded Health Care**

Resolution #2021-02-021-J-9

WHEREAS, Public Act 152 of 2011 allows for a Local Government Opt-Out alternative; and,

WHEREAS, Choosing the Opt-Out alternative allows the City to continue to offer medical insurance to all full-time employees with the premium contribution percent established in current collective bargaining agreements;

THEREFORE BE IT RESOLVED, That the Troy City Council hereby **SELECTS** the Local Unit Opt-Out for plan year 2021/22.

---

**J-10 Request for Acceptance of a Permanent Easement from SD Custom Homes, LLC, Sidwell #88-20-36-276-074**

Resolution #2021-02-021-J-10

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from SD Custom Homes, LLC, owner of the property having Sidwell #88-20-36-276-074.

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

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**J-11 Request for Acceptance of a Permanent Easement from Adam and Rachael Czarnik, Sidwell #88-20-30-127-025**

Resolution #2021-02-021-J-11

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Adam and Rachael Czarnik, owners of the property having Sidwell #88-20-30-127-025.

BE IT FURTHER RESOLVED, That the City Clerk is **DIRECTED** to **ATTACH** a copy of the recorded easement to the original Minutes of this meeting.

---

**J-12 Request for Acceptance of a Permanent Easement from Sean Berg and Paul Chambers, Sidwell #88-20-36-276-073**

Resolution #2021-02-021-J-12

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Sean Berg and Paul Chambers, owners of the property having Sidwell #88-20-36-276-073.

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

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

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**K-1 Announcement of Public Hearings:**

a) February 22, 2021 - Community Development Block Grant (CDBG) 2021 Funds

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

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**L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**

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

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**N. COUNCIL REFERRALS:**

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

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**N-1 No Council Referrals**

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**O. REPORTS:**

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**O-1 Minutes – Boards and Committees: None Submitted**

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**O-2 Department Reports: None Submitted**

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**O-3 Letters of Appreciation: None Submitted**

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

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**O-5 Notice of Hearing for the Gas Customers of DTE Gas Company Case No. U-20816**

Noted and Filed

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**O-6 Notice of Hearing for the Gas Customers of Consumers Energy Company Case No. U-20814**

Noted and Filed

**P. COUNCIL COMMENTS:**

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**P-1 No Council Comments Advanced**

Council Member Hamilton commented on status of the vaccine rollout and he encouraged people to sign up to get their vaccine.

Mayor Pro Tem Brooks commented on Black History Month. She said the City is featuring daily black icon videos on Facebook, as well as a Zoom virtual panel discussion on February 25, 2021 at 6:00 PM.

Council Member Chamberlain-Creangă thanked the DDA for participating in the Special Joint meeting on February 3<sup>rd</sup>. She thanked City Administration for providing valuable information, and she understands the need to move forward conservatively with landscaping, marketing, and amendments to the Plan. She said the Resident Engagement Survey is also asking for input on landscaping.

Council Member Chamberlain-Creangă commented on the upcoming update to the Master Plan and asked the timeline. City Manager Miller said they are in the early stages and they will provide information to City Council on the timeline.

Mayor Baker thanked City Staff for their efforts in providing information for the two very important meetings on ethics and the DDA.

Mayor Baker thanked the healthcare heroes and first responders, and the residents for following the mask mandate.

**Q. CLOSED SESSION**

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**Q-1 No Closed Session**

**R. ADJOURNMENT:**

The Meeting **ADJOURNED** at 8:50 PM.

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Mayor Ethan Baker

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M. Aileen Dickson, MMC, MiPMC II  
City Clerk

**2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

March 23, 2021 ..... Personnel Evaluations  
April 19, 2021 ..... Budget Discussions  
April 22, 2021 ..... Budget Discussions

**2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

February 22, 2021 ..... Regular Meeting  
March 8, 2021 ..... Regular Meeting  
March 22, 2021 ..... Regular Meeting  
April 12, 2021 ..... Regular Meeting  
April 26, 2021 ..... Regular Meeting  
May 10, 2021 ..... Regular Meeting  
May 24, 2021 ..... Regular Meeting  
June 14, 2021 ..... Regular Meeting  
June 28, 2021 ..... Regular Meeting  
July 12, 2021 ..... Regular Meeting  
July 26, 2021 ..... Regular Meeting  
August 9, 2021 ..... Regular Meeting  
August 30, 2021 ..... Regular Meeting  
September 13, 2021 ..... Regular Meeting  
September 27, 2021 ..... Regular Meeting  
October 11, 2021 ..... Regular Meeting  
October 25, 2021 ..... Regular Meeting  
November 8, 2021 ..... Regular Meeting  
November 22, 2021 ..... Regular Meeting  
December 6, 2021 ..... Regular Meeting  
December 13, 2021 ..... Regular Meeting

**PROCLAMATION TO RECOGNIZE  
INTERNATIONAL WOMEN'S DAY  
MARCH 8, 2021**

**WHEREAS**, The history of **International Women's Day** (IWD), though comparatively short is as bold and brilliant as its founders themselves. Long before the Feminist Movement of the 1960s, International Women's Day's genesis goes back to February 28, 1909 in New York with a prophetic focus on women's rights; and

**WHEREAS**, Known originally as "**National Woman's Day**," it was first proposed by Theresa Malkiel and loosely based on the urban legend commemorating a protest by women garment workers in New York City, on March 8, 1857. One hundred women delegates from 17 countries agreed with the suggestion as a means to continue promoting the rights of women, including suffrage - the right to vote; and

**WHEREAS**, On March 19, 1911, **International Women's Day** was officially marked for the first time. More than one million people celebrated in Austria, Denmark, Germany and Switzerland. Women demanded the right to vote, to fight against sex discrimination in the workplace, and to hold public office; and

**WHEREAS**, In 1913, **International Women's Day** was recognized in Russia for the first time, where it catapulted to become part of what led to the Russian Revolution in 1917. In 1922, it reached China where March 8 was declared an office "half-day of work" for women in 1949; and

**WHEREAS**, The demand for women's rights continued to grow, gain support, and shine a much-needed light on the poor conditions under which too many women continued to live. In 1967, the notion of women's rights was taken up by the next generation of feminists who called for equal pay, equal economic opportunity, equal legal rights, reproductive rights, subsidized child care and the prevention of violence against women; and

**WHEREAS**, The United Nations began celebrating **International Women's Day** in 1975, which was declared "International Women's Year." In 1977, the United Nations invited members to proclaim March 8th as the *UN Day for Women's Rights and World Peace* and International Women's Day continues to be celebrated worldwide each year on March 8;

**NOW, THEREFORE, BE IT RESOLVED**, That the Troy City Council recognizes the historical significance and importance of **International Women's Day**; and recognizes and applauds the contributions of so many courageous women – from many nations - throughout the past 100+ years. We celebrate the advancement of women's rights in all areas of life, with the acknowledgment there is still much progress to be made and work to be done because in many parts of the world women still live in fear and have fewer rights than imaginable; and

**BE IT FURTHER RESOLVED**, That the Troy City Council recognizes the strength of every woman and believe that together we can – WE WILL – fulfill the century-old vision of the **International Women's Day** Founders to stand firmly together as we do all we can to create a better, more peaceful world.

**Presented this 8<sup>th</sup> day of March 2021**

**RESOLUTION  
TO HONOR THE CITY OF TROY RESIDENTS  
WHO LOST THEIR LIVES DUE TO THE COVID-19 PANDEMIC**

**WHEREAS**, The first US citizen to contract the 2019 Novel Coronavirus was identified on January 21, 2020, and had recently traveled from Wuhan, China; and

**WHEREAS**, On March 10, Governor Gretchen Whitmer, the Michigan Department of Health and Human Services (MDHHS), the Oakland County Health Division, and Wayne County Health Department announced that two Michigan residents tested presumptive positive for coronavirus disease 2019 (COVID-19), the first confirmed cases in Michigan; and

**WHEREAS**, As of today, more than 468,000 people across the United States have passed away due to the COVID pandemic. Information from the Oakland County Health Department reports that Troy residents have died due to the novel coronavirus since March 2020; and

**WHEREAS**, People everywhere are finding ways to thank our health care heroes and to honor the victims. There have been tiny flags, empty chairs, lit candles, shining lights, and photos to memorialize the many victims of the pandemic; and

**WHEREAS**, As a Nation, as a City, and as a Community, we must remember in order to heal; and

**NOW THEREFORE BE IT RESOLVED**, That the Mayor and City Council of the City of Troy will hereby honor the Troy residents that lost their lives due to the COVID pandemic by placing white flags on the lawn in front of Troy City Hall; and

**BE IT FURTHER RESOLVED**, That the Mayor and City Council of the City of Troy encourage our residents to always remember those we have lost due to the COVID pandemic and to give thanks for the lives saved from the virus. The Troy residents we have lost due to COVID are loved ones from our community - mothers, fathers, daughters, sons, grandmothers, grandfathers, aunts, and uncles.

**Signed this 8<sup>th</sup> Day of March 2021.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04a

## CITY COUNCIL AGENDA ITEM

Date: February 15, 2021

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Kurt Bovensiepe, Public Works Director  
William J. Huotari, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder  
Contract 21-01 – Indusco Court Water Main Replacement

### **History**

The cast iron water main on Indusco Court, from Fourteen Mile Road to Elliot, is over 55 years old and has exceeded its service life. This project will replace and upsize this main to meet current size and fire flow standards while eliminating costly main breaks that are common with older water mains. Work will include replacing the existing 8" water main and road on the above noted street with a 12" water main. The work is anticipated to start in March and be completed in July.

Engineering consultant Anderson Eckstein & Westrick (AEW) prepared bid documents and construction plans for this project. AEW also confirmed the bid tabulation, reviewed the contractor's work experience, and has provided the attached recommendation. City staff agrees with the recommendation to award the project to the low bidder Springline Excavating, LLC

### **Purchasing**

Bids were received and publicly read on February 10, 2021. The low bid of \$1,218,337.20 was submitted by Springline Excavating, LLC, 32945 Folsom, Rd., Farmington Hills, MI 48336 as shown on the attached bid tab.

Work was competitively bid and publicly opened with seven (7) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

### **Financial**

Funds for this work are included in the 2020/2021 Water Fund. The budgeted amount includes funds for construction, inspection, testing, and contingencies.

### **Recommendation**

It is recommended that City Council award the Indusco Court Water Main Replacement contract to Springline Excavating, LLC, 32945 Folsom, Rd., Farmington Hills, MI 48336, for their bid amount of \$1,218,337.20.





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 15% of the original project cost due to unknown conflicts with existing underground utilities and underground conditions that may arise during construction.

A copy of the bid tab and recommendation shall be attached to the original Minutes of this meeting.



**ANDERSON, ECKSTEIN & WESTRICK, INC.**

**CIVIL ENGINEERS - SURVEYORS - ARCHITECTS**

51301 Schoenherr Road, Shelby Township, MI 48315  
586.726.1234 | [www.aewinc.com](http://www.aewinc.com)

February 11, 2021

William J. Huotari  
City Engineer  
City of Troy  
500 W. Big Beaver  
Troy, Michigan 48084

**Reference: Recommendation of Award**

Fiscal Year 2021 Water Mains – Indusco Ct  
AEW Project No. 0238-0017

Dear Mr. Huotari:

Anderson, Eckstein and Westrick, Inc. (AEW) prepared plans and specifications for the Fiscal Year 2021 Water Mains – Indusco Court project. This project consists of replacing existing water main along Indusco Court and nearby easements connecting to Elliott Drive. The court will also have a road replacement as part of this project.

The City of Troy received bids for this project on Wednesday, February 10, 2021. Seven bids were received and the low bidder was Springline Excavating, LLC, with a total bid amount of \$1,218,337.20. Springline Excavating's bid was 1.5% less than the next bidder or approximately \$18,000 less. AEW has experience with Springline Excavating in the past and they are qualified to conduct the work included in this project.

Based upon past experience working with Springline Excavating, LLC, the available funding and the necessity of completing this project, we recommend that the City of Troy contract with Springline Excavating, LLC, 32945 Folsom Rd, Farmington Hills, MI 48336, for the above referenced project with a total bid amount of \$1,218,337.20.

Sincerely,

Taylor Sting, PE  
Licensed Engineer

Enclosure: Bid Tabulation

cc: G. Scott Finlay, PE  
Kyle Seidel, PE, CFM

M:\0238\0238-0017\Gen\Letters\Recommendation of Award.docx



## TABULATION OF BIDS

CITY OF TROY

FISCAL YEAR 2021 WATER MAINS – INDUSCO CT

CITY OF TROY CONTRACT #21-01

AEW PROJECT NO. 0238-0017

DATE: 2/10/2021

TIME: 10:15 AM

Prepared by Anderson, Eckstein and Westrick, Inc.

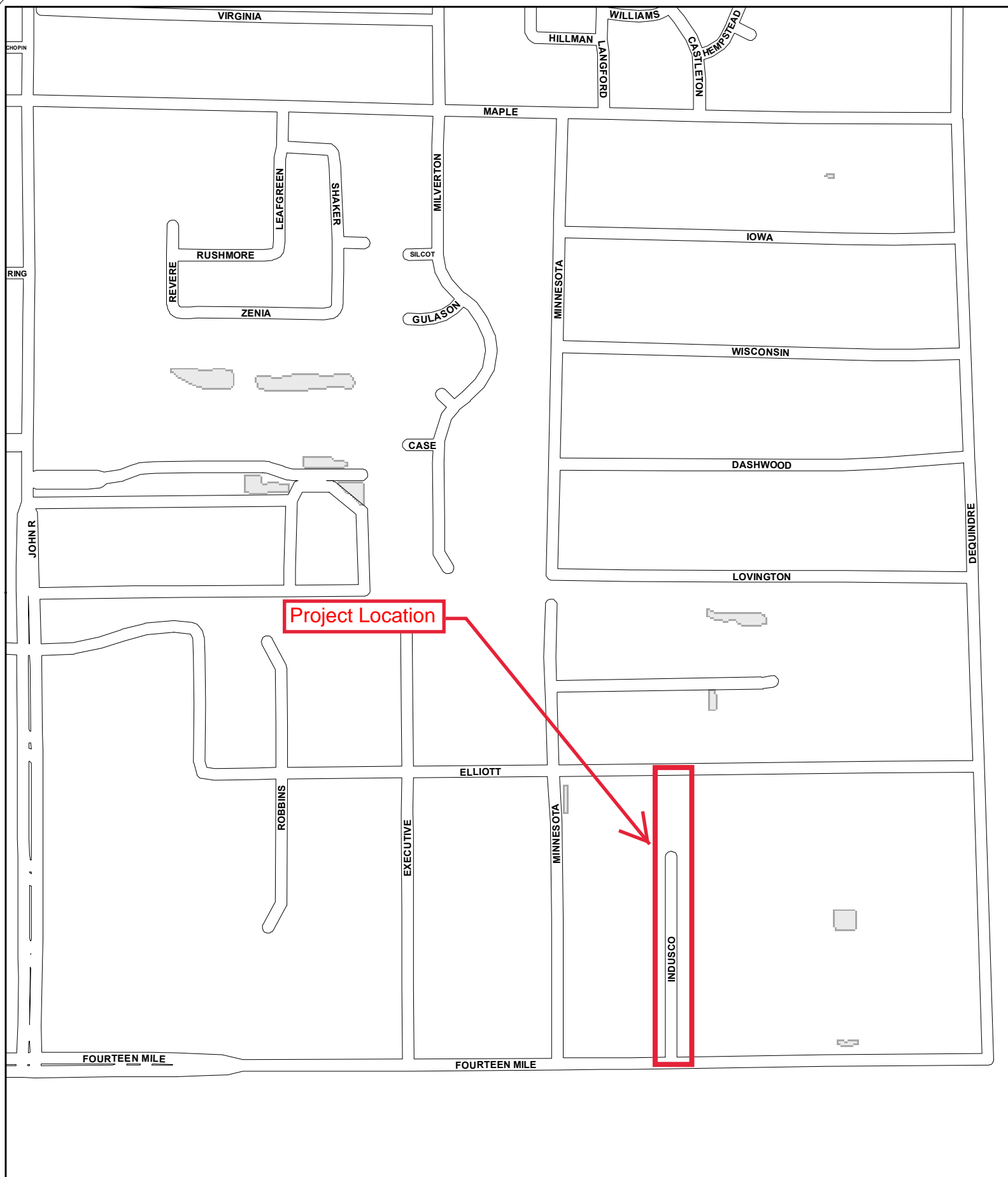
51301 Schoenherr Road

Shelby Township, MI 48315

### BIDDER RANKING

RANK	BIDDER'S NAME	TOTAL BID
1	Springline Excavating, LLC	\$ 1,218,337.20
2	Superior Excavating, Inc.	\$ 1,236,539.00
3	Pamar Enterprises, Inc.	\$ 1,262,830.00
4	Verdeterre Contracting Inc.	\$ 1,267,410.80
5	HMC LLC	\$ 1,269,478.40
6	Artisan Contracting of MI LLC	\$ 1,326,687.00 *
7	DiPonio Contracting, Inc.	\$ 1,449,337.00

\* CORRECTED BY ENGINEER





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04b

## CITY COUNCIL AGENDA ITEM

Date: February 16, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Elaine Bo, Recreation Director  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4 – Oakland County Purchasing Cooperative –  
Community Center Tankless Hot Water System

---

### **History**

- The domestic hot water boilers, tanks and circulation pumps at Community Center were installed in 2002.
- Replacement of these units was identified in the Facilities Condition Assessment and Analysis as preventative maintenance.
- The replacements were planned and budgeted in FY21.
- The recommended replacement is a tankless hot water system to replace (2) existing Raypak domestic hot water boilers.
- The tankless hot water system is projected to use 30%-40% less energy than its equivalent in a boiler/storage tank application.

### **Purchasing**

- Pricing for the Tankless Hot Water System per proposal KB020421C including all labor, materials and equipment has been secured from *Limbach Inc. of Pontiac, MI* through the Oakland County Cooperative Contract #005013.
- City Council authorized participation in the Cooperative Purchasing Programs on November 9, 2020 (Resolution #2020-11-165-J-8).

### **Financial**

Funds are budgeted and available in the Community Center Capital Fund under Project Number 2021C0058 for the 2021 fiscal year. Expenditures will be charged to account number 401.752.755.7978.045.

### **Recommendation**

City management recommends awarding a contract to *Limbach Inc. of Pontiac, MI* for the installation of a tankless hot water system at the Troy Community Center for an estimated total of \$126,700 with a 10% contingency for a not to exceed amount of \$139,400, as detailed in the attached proposal and as per the Oakland County Purchasing Cooperative Contract #005013.

**City of Troy - Community Center  
3179 Livernois Road,  
Troy, MI 48083**

February 12, 2021

**Project: (1) Domestic Boiler Replacement - Budget**

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

**Scope of Work:**

This proposal is based on the following scope of work:

Provide all necessary tools, equipment, materials and labor to perform the following:

- Isolate the existing units from power, gas and water.
- Disconnect the existing boilers from the existing connections.
- Remove the existing venting for each boiler.
- Remove the existing (2) raypak boilers and install (1) Intellihot domestic water heater.
  - Provides 32.1 GPM at 90 degree fahrenheit rise
- Provide and install the new venting through the roof for the unit.
  - Roofing to be performed by a subcontractor.
- Field fabricate piping to match the existing connections to the new boiler.
- Field fabricate gas piping to match the existing to the new boiler.
- Reconnect the existing electrical to the new boiler.
- Route the condensate drain to the nearest floor drain.
- Return water to the system and check for leaks.
- Return system to operation and verify operation of unit.
- Dispose of all failed components.

**Also Included**

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations
- **Insulation**
- **Roofing**

**Qualifications**

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **This pricing is per Oakland County Contract 005013**

926 FEATHERSTONE ROAD  
PONTIAC, MI 48342

**P: 248-391-1411 | F: 248-975-5860 | [limbachinc.com](http://limbachinc.com)**

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

**Exclusions:** *(Other than stated in the above scope of work)*

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit fees – available upon request
5. Diagnostic Service Call
6. **Electrical Upgrades**
7. **Engineered Drawings**

**Total Investment for the above scope of work -Budget \$126,700.00**



Limbach has partnered with a strategic third-party financing firm to better support our customers needs and mechanical goals. You now have the option of utilizing this financing vehicle to implement the correct solution while maintaining your cash reserves. If you select to use this option, Limbach receives nothing except the privilege of executing the stated work. [Click here or scan the QR code](#) to see if financing is an option for you.





This proposal is valid for 30 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

*Kyle Bradley*

Respectfully submitted,

Kyle Bradley  
Associate Service Sales Representative  
(248) 866-2379  
kyle.bradley@limbachinc.com

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**PROJECT AGREEMENT TERMS AND CONDITIONS**

**pg. 1 of 2**

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the

926 FEATHERSTONE ROAD  
PONTIAC, MI 48342

**P: 248-391-1411 | F: 248-975-5860 | [limbachinc.com](http://limbachinc.com)**

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



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CONTROLS



Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Customer will promptly pay 50% of the proposal at the time of execution with the remaining balance due at project completion. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

#### **PROJECT AGREEMENT TERMS AND CONDITIONS**

**pg. 2 of 2**

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly

or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

**- - - END OF TERMS AND CONDITIONS - - -**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-05

## CITY COUNCIL AGENDA ITEM

Date: February 16, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Glenn Lapin, Economic Development Specialist

Subject: Approval of the Oakland County Restaurant Relief Program Interlocal Agreement

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Due to the hardships faced by restaurant and bar establishments during the COVID-19 pandemic and State of Michigan Health Department directives, Oakland County, in partnership with local communities, has established the Oakland County Restaurant Relief Program. The City of Troy is participating in this program to assist our local restaurants and bars during this very difficult time. The City of Troy is partnering with the Troy Chamber of Commerce on this program.

On December 7, 2020, the Oakland County Board of Commissioners allocated \$3 million dollars for cities, villages and townships to assist restaurants, bars and cafes adapt their operations for outdoor dining and also to support (when allowed) the safe reopening of these establishments. To address the urgent need, the County developed a two-phase grant program to support restaurants, bars and cafes during COVID-19. In Phase I of the program, the County made available to cities, villages and townships certain types of products and supplies for distribution to restaurants, bars and cafes. Supplies offered include greenhouses/igloos, propane heaters, electrostatic sprayers, disinfectant and propane tanks.

Six Troy restaurants, bars and cafes applied for Phase I program assistance and were approved for most of what was requested (with some quantity limitations). Troy establishments approved to receive products through the Phase I program were Loaded Dice, Season's 52, Lolo Potluck, Cucina Lab, Gran Castor and Sedona Taphouse.

Phase II of the Oakland County Restaurant Relief Program was launched in early February 2021. Phase II provides for additional products and reimbursement of limited costs incurred by restaurants for the establishment of outdoor dining areas and PPE related items. Up to \$230,000 in reimbursement funding was approved by Oakland County for Troy restaurants. The City of Troy expects to assist at least 16 restaurants in Phase II, impacting approximately 370 jobs.

The City of Troy is providing administrative services for implementation of both Phase I & II programs. These services include coordination with approved vendors to facilitate prompt pickup or delivery of products. Program recipients have been connected to the Troy Building Department and Troy Fire Department to ensure compliance with local codes and ordinances.

In order for local communities to participate in this Restaurant Relief Program, Oakland County is requiring each community to execute an Interlocal Agreement. The Oakland County Board of Commissioners approved the Interlocal Agreement on February 4, 2021.



500 West Big Beaver  
Troy, MI 48084  
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## **CITY COUNCIL AGENDA ITEM**

### **Recommendation**

Management recommends approval of the Interlocal Agreement for the Oakland County Restaurant Relief Program.

### **Legal Review**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

**RESTAURANT RELIEF PROGRAM INTERLOCAL AGREEMENT**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Public Body indicated below ("Public Body") County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of improving economic development opportunities for restaurants and bars within Oakland County that have been negatively impacted by the pandemic. Assistance to these food establishments shall provide economic benefits to the Public Body and County. On December 7, 2020, in Resolution MR # 20664 the Oakland County Board of Commissioners created the Oakland Together Restaurant Relief Program and allocated \$2 million dollars for weatherization of eligible restaurants to adapt their operations for outdoor dining services and \$1 million dollars for supporting the safe reopening of eligible restaurants and bars. This Agreement is funded through that Program.

**Application Number:**

**Public Body Name:**

**Public Body Address:**

**Public Body Point of Contact:**

**Grant Award:**

Dollar Value of Products Awarded in Phase One:	\$
Dollar Value of Products Awarded in Phase Two:	\$
Acquisition and Reimbursement Funds Awarded in Phase Two:	\$
Phase Two First Payment:	\$
Phase Two Second Payment (Per Section 3):	\$
Total Award:	\$

The undersigned agree to the Agreement terms specified in Sections 1 through 25 herein, including the incorporated Exhibit(s), and affirm that they have the authority to sign on behalf of their respective Parties. Public Body shall provide County with a copy of its Resolution or Minutes approving this Agreement.

**COUNTY OF OAKLAND:**

**PUBLIC BODY:**

Signed:

David T. Woodward, Chairman, Board of Commissioners

Signed:

**Oakland County Internal Processing Information:****Weatherization**

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003320

Activity ID: EXP

**Restaurant Safe Reopening**

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003321

Activity ID: EXP

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- 1.3. Confidential Information means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
- 1.4. County means Oakland County, Michigan a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. Day means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. Exhibits mean the following exhibits, which are applicable to this Agreement only if they are attached to this Agreement and selected (checked) below or added later by a formal amendment to this Agreement:
- ☒ Exhibit I: Requirements for Products, Acquisition and Reimbursement Provided by County
  - ☒ Exhibit II: Performance and Expenditure Report Form
  - ☒ Exhibit III: Phase I and Phase II Product Awards
- 1.7. Grant Award means (i) the products provided by County or (ii) funding for products acquired by Public Body and/or (iii) expenditures approved by County to Public Body. The total amount of the Grant Award is listed on the first page of the Agreement and is further explained in the Exhibits.
- 1.8. Points of Contact mean the individuals designated by Public Body and identified to County to act as contacts for communication and other purposes as described herein.
- 1.9. Public Body means the Public Body indicated on the first page of this Agreement. which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

**2. COUNTY RESPONSIBILITIES.**

- 2.1. County has reviewed Public Body's Application and determined that Public Body is eligible to receive a Grant Award. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County may access, use, and disclose information concerning this Agreement and the Grant Award and/or products described herein to comply with the law, such as a subpoena, court order, or Freedom of information Act request. County may refer all such requests for information to Public Body's Points of Contact for their response within the required time frame if the information requested relates to records held by Public Body. County will provide commercially reasonable assistance for the response if requested by Public Body's Points of Contact, and if reasonably able to access the requested information.

**3. PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including each selected Exhibit. Public Body certifies that all its representations in its request for products, acquisition and reimbursement submitted to County ("Application") were accurate, truthful and complete and that those statements remain true as of the effective date of this Agreement. Public Body will only provide a Grant Award as Public Body requested in its Application and as were approved by County.
- 3.2. Public Body shall designate a representative(s) to act as a Point of Contact with County. The Point of Contact's responsibilities shall include:
  - 3.2.1. Direct coordination and interaction with County staff.
  - 3.2.2. Communication with the general public when appropriate.
- 3.3. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.4. Public Body shall timely provide to County a Performance and Expenditure Report Form (Exhibit II) no later than forty-five (45) days after the Effective Date of the Agreement. If County approves the first Performance and Expenditure Report Form and issues a second payment to Public Body, the second Performance and Expenditure Report Form shall be provided by Public Body to County no later than July 12, 2021. Public Body shall provide receipts and other pertinent evidence to County as requested to demonstrate that the Grant Award was applied consistent with the requirements of this Agreement. If requested by County, Public Body shall provide information concerning the Grant Award to Grantor in a web-based report format.

- 4. **DURATION OF INTERLOCAL AGREEMENT**. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and



any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

- 4.1. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.2. Unless extended by an Amendment, this Agreement shall remain in effect until June 30, 2021 or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

## **5. PAYMENTS**

- 5.1. If County approves providing money to Public Body as part or all of a Grant Award, County shall provide seventy (70) percent of the funds within fourteen (14) days of execution of the Agreement. County will provide thirty (30) percent of the funds within fourteen (14) days of its approval of a completed Performance and Expenditure Report Form. If Public Body fails to provide the necessary information in the Performance and Expenditure Form, County is not obligated to provide the additional thirty (30) percent of funds.

## **6. REPAYMENTS**

- 6.1. Public Body shall repay County any unspent monies from the Grant Award by June 30, 2021. The payment of the unspent Grant Award shall be due to County by July 12, 2021.
- 6.2. Public Body is subject to repayment to County of an amount equal to the Grant Award funds received by Public Body in the event Public Body fails to comply with the requirements of this Agreement or the Grant Award funds were used in a manner inconsistent with federal or state law.
- 6.3. If Public Body, for any reason, fails to pay County any monies not properly spent under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was due and owing under this Agreement.
- 6.4. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the

right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 6.5. Nothing in this Section shall operate to limit County 's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 6.6. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Exhibits identified in this Agreement, shall not relieve Public Body of any payment obligation prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

## **7. ASSURANCES.**

- 7.1. Responsibility for Claims. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 7.2. Responsibility for Attorney Fees and Costs. Except as provided in this Agreement, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 7.3. No Indemnification. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 7.4. Costs, Fines, and Fees for Noncompliance. Public Body shall be solely responsible for all costs, fines, penalties, and fees associated with its acts or omissions related to this Agreement and /or for noncompliance with this Agreement.
- 7.5. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 7.6. Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The

persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 7.7. Compliance with Laws. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

**8. USE OF CONFIDENTIAL INFORMATION.**

- 8.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or Public Body employees, agents, or contractors not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 8.2. Subject to any record retention laws or legal requirements, within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all the disclosing Party's Confidential Information.

**9. DISCLAIMER OF WARRANTIES.**

- 9.1. County services, including any goods, services, parts, supplies, equipment, or other items that are provided to Public Body under this Agreement, are provided on an "as is" and "as available" basis, "with all faults."
- 9.2. County expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non- infringement.
- 9.3. County makes no warranty that: (i) the goods or services will meet Public Body's requirements; or (ii) the services will be uninterrupted, timely, secure, accurate, or error-free.

**10. LIMITATION OF LIABILITY.**

- 10.1. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, indirect, special, and/or punitive damages arising out of this

Agreement, regardless of whether the other Party has been informed of the possibility of such damages.

- 10.2. Notwithstanding anything to the contrary contained herein and to the extent permitted by law, the total liability of County under this Agreement (whether by reason of breach of contract, tort, equity, or otherwise) shall not exceed the amount of the goods or funding provided by County under this Agreement.

**11. DISPUTE RESOLUTION.**

All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy responsible for the Department of Economic Development and Public Body's Agreement Administrator/Point of Contact for possible resolution. County's Deputy and Public Body's Agreement Administrator/Point of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees may meet promptly and confer in an effort to resolve such dispute.

**12. TERMINATION OR CANCELLATION OF AGREEMENT.**

- 12.1. Either Party may terminate or cancel this entire Agreement or any one of the Services described in the attached Exhibits, upon fifteen (15) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 12.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 12.3. The effective date of termination and /or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Economic Development.

**13. SUSPENSION OF SERVICES.**

County, through its Director of Economic Development, may immediately suspend Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Services are suspended under this Section.

- 14. DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

- 15. NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all

times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, contractors, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

**22. NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

22.1. If Notice is sent to County, it shall be addressed and sent to 1) County's Director of Economic Development, 2100 Pontiac Lake Road, Waterford, Michigan 48328, and 2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

22.2. If Notice is sent to Public Body, it shall be addressed to the Point of Contact and Address of the Public Body indicated on the first page of the Agreement.

22.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

**23. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

**24. SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 7); Use of Confidential Information (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 11); No Employee-Employer Relationship (Section 15); No Third-Party Beneficiaries (Section 16); No Implied Waiver (Section 17); Severability (Section 18); Precedence of Documents (Section 19); Force Majeure (Section 21); Governing Law/Consent to Jurisdiction and Venue (Section 23); Survival of Terms (Section 24); Entire Agreement (Section 25).

**25. ENTIRE AGREEMENT.**

25.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Services described in the attached Exhibits. Regarding those Services, this Agreement supersedes all other oral or written agreements between the Parties.

25.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.



**EXHIBIT I****REQUIREMENTS FOR PRODUCTS, ACQUISITION AND REIMBURSEMENT FUNDS PROVIDED BY COUNTY**

Public Body has/shall receive products, acquisition and reimbursement funds as indicated on the first page of the Agreement, to assist restaurants and/or bars to expand outdoor dining and re-open safely.

1. Requirements for receipt of products, acquisition and reimbursement funds to assist restaurants and/or bars to expand outdoor dining and re-open safely
  - a. If applicable, Public Body has consulted with its Chamber of Commerce, DDA, CIA, other development authority or downtown management organization for its input on which restaurants/bars are ideal candidates to benefit from resources provided by County under this Agreement.
  - b. Public Body agrees that in order to receive products, acquisition and reimbursement funds the Public Body shall:
    - i. Maintain records of all acquisitions and reimbursements for a period of five (5) years.
    - ii. Advise the restaurant/bar receiving products or reimbursement that the restaurant/bar is responsible for any taxes associated such receipt.
    - iii. Advise the restaurant/bar that any arrangements they may make for the installation of Greenhouses and other Weatherization supplies, is not covered by this Agreement. County shall not in be a party to the installation contract/terms.
    - iv. Ensure that all zoning and building codes that allow for the assembly, set up and maintenance of Weatherization equipment/supplies as well as the use of outdoor sanitation stations, are being properly followed and there is compliance with all public safety and fire codes/ordinances.
    - v. Ensure compliance with all zoning, building and public safety/fire codes and ordinances that allow for electric heaters and/or propane heaters to be placed in/or near Dining Structures.
    - vi. Inspect all installations in compliance with ADA and all public safety and fire safety codes and ordinances and ensure the restaurant remains in compliance of these requirements.
    - vii. Comply with all current and future, State and County Public Health Orders concerning the use and/or occupancy of outdoor dining temporary structures.

- viii. Ensure compliance with the Michigan Liquor Control Code Act 58 of 1998, if Dining Structures are used by restaurants/bars in a Social District established by Public Body by qualified licensees who obtain a social district permit under MCL 436.1551.
2. Eligible use of products, acquisition and reimbursement funds to assist restaurants and/or bars to expand outdoor dining and re-open safely.
- a. Public Body may maintain ownership of products provided by County that were not provided to restaurants/bars.
  - b. Public Body may use acquisition funds to purchase the following types of products:
    - Tents
    - Igloos and greenhouses
    - Outdoor propane heaters
    - Propane refill programs
    - Plastic A-Frame sidewalk signs - 24x36
    - Picnic tables, outdoor tables and seating
    - Materials to construct platforms, railings and ramps
    - Materials to construct outdoor seating areas
    - Electrostatic sprayers & disinfectant solution
    - Sanitation stations (fixed and portable)
    - Refill wipes and liquid hand sanitizer for sanitation stations
    - Foot operated door pulls
    - General Personal Protective Equipment (PPE) and supplies
    - Other requested items as determined appropriate by County
  - c. Public Body may maintain ownership of the products it purchased as well as the products provided by the County that were not provided to restaurants/bars.
  - d. Public Body may use reimbursement funds to reimburse themselves, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations for the following types of products, labor, services and fees.

Products

- Tents
- Igloos and greenhouses
- Outdoor propane heaters
- Propane refill programs
- Plastic A-Frame sidewalk signs - 24x36
- Picnic tables, outdoor tables and seating
- Materials to construct platforms, railings and ramps
- Materials to construct outdoor seating areas
- Electrostatic sprayers & disinfectant solution
- Sanitation stations and Installation materials (fixed and portable)



- Refill wipes and liquid hand sanitizer for sanitation stations
- Foot operated door pulls
- General Personal Protective Equipment (PPE) and supplies
- Other requested items as determined appropriate by Oakland County

Labor, services and fees

- Installation/setup of Igloos and greenhouses
  - Labor to construct platforms, railings and ramps
  - Labor to construct outdoor seating areas
  - Labor to install fixed location sanitation stations
  - Technology related services or fees to upgrade websites and install apps for online ordering or delivery
  - Technology related services or fees to install point of sale systems to minimize employee – customer contact
  - \$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551
  - Other requested items as determined appropriate by Oakland County.
3. Public Body shall only use reimbursement funds for eligible expenses incurred between July 1, 2020 through June 30, 2021.
  4. Public Body shall not provide a single business with a reimbursement greater than \$10,000.
  5. Salary or wages for employees of Public Body, Chambers of Commerce, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations are not eligible for reimbursement.
  6. For all Grant Awards County recommends that Public Body give priority to restaurants, bars, and cafes that did not receive a direct grant through the Oakland Together Restaurant Relief Grant Program. Oakland County will provide a list of direct grant recipients to Public Body.

**Exhibit II: Performance and Expenditure Report**

**Restaurant Relief Program**

Public Body Name:

Public Body address:

Application ID Number:

Contact information for the person submitting the report:

Name:

Title:

Phone:

Email:

1. If the Public Body received a Phase One Grant Award, please describe how and where the awarded products were used:
  
  
  
  
  
  
  
  
  
  
2. If the Public Body received Products as part of the Phase Two Grant Award, please describe how and where the awarded products were used:
  
  
  
  
  
  
  
  
  
  
3. If the Public Body received acquisition funds as part of Phase Two Grant Award, please provide the following information:
  - Products purchased and cost
  - Did the Public Body maintain ownership or give the product to a restaurant/bar?
  - Total amount of all purchases
  
  
  
  
  
  
  
  
  
  
4. If the Public Body received reimbursement funds as part of Phase Two Grant Award, please provide the following information:
  - Products reimbursed, who received reimbursement and cost
  - Labor, services and fees reimbursed, who received reimbursement and cost
  - Total amount of all reimbursements

**Exhibit III: Phase One and Phase Two Product Awards**

**CVT Name**

Phase One Product Awards	Quantity Requested	Quantity Awarded	Unit Price	Subtotal
Snap & Grow Brand Greenhouse				\$0
Igloo (substitute for Greenhouse)				\$0
Propane Outdoor Flame Patio Heater with Propane Bottle				\$0
20 lb. Propane tank refill delivery program				\$0
Victory Professional Cordless Electrostatic Handheld Sprayer				\$0
One-gallon Botanical Disinfectant Solution				\$0

**Total Phase One Product Award**

Phase Two Product Awards	Quantity Requested	Quantity Awarded	Unit Price	Subtotal
Sanitation Stations - fixed location				\$0
20 lb. Propane tank refill delivery program				\$0

**Total Phase Two Product Award**

**Total Product Award**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-06

## CITY COUNCIL AGENDA ITEM

Date: February 10, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Frank Nastasi, Chief of Police  
Tom Gordon, Police Captain  
Josh Jones, Police Lieutenant

Subject: Sub-recipient Agreement between Oakland County and City of Troy for 2021 High Intensity Drug Trafficking Area (HIDTA) Grant.

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### **History**

- The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws.
- The Troy Police Department provides a full-time investigator for participation in NET.
- Oakland County has entered into a Grant agreement with the Michigan HIDTA whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs.
- A resolution by the City Council exercising approval of the attached 2021 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement of qualifying overtime.

### **Financial**

There is no anticipated negative financial impact on the city

### **Recommendation**

City management recommends approval of the 2021 HIDTA Grant Sub-recipient Agreement between Oakland County and City of Troy.

### **Legal Review**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

**PROGRAM YEAR 2021  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
SUBRECIPIENT AGREEMENT BETWEEN  
THE COUNTY OF OAKLAND AND CITY OF TROY  
Data Universal Numbering System (DUNS) #: 076356302**

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This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Troy, 500 W. Big Beaver, Rd., Troy, MI 48084, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

**PURPOSE OF AGREEMENT.**

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$115,500.00 for program year (PY) 2021 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2021 begins January 1, 2021 and ends December 31, 2021.

If ONDCP grants N.E.T. an award for PY 2021, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

- 1. DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2021 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

**2. EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.

- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2021.
- 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
- 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
- 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
- 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

**3. FEDERAL AWARD PROJECT DESCRIPTION.**

- 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
- 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
- 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
  - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

- 3.4. Period of Performance: January 1, 2021 through December 31, 2021.
- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

#### **4. USE OF HIDTA FUNDS.**

- 4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **\$5,250.00** for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.
- 4.2. The County will reimburse the Municipality up to **\$5,250.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
- 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
- 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

#### **5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.**

- 5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2021 has expired. If the County, in its sole discretion, determines that the documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.
  - 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
  - 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
  - 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
  - 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

## **6. GENERAL COMPLIANCE.**

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant



Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.

6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

## **7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.**

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards (“GAAS”) if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

## **8. CONFLICT OF INTEREST.**

8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

## **9. MANDATORY DISCLOSURE.**

9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

## **10. RECORD RETENTION.**

10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).

- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

## **11. ACCESS TO RECORDS.**

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

## **12. TERM.**

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2021.

## **13. ASSURANCES.**

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

## **14. TERMINATION OF AGREEMENT.**

- 14.1. This Agreement may be terminated in whole or in part as follows:

14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;

14.1.2. by the County for cause;

14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

## **15. CLOSEOUT.**

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

## **16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.**

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

## **17. REMEDIES FOR NONCOMPLIANCE.**

17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;

17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

17.1.3. wholly or partly suspend or terminate the Agreement;

17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;

17.1.5. withhold further funds for the project or program;

17.1.6. take other remedies that may be legally available.

**18. NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

**19. DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

**20. PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

**21. RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

**22. DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

**23. NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

**24. SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

**25. CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

**26. NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Troy.

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

**27. CONTACT INFORMATION.**

<b><u>County of Oakland</u></b> Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: <a href="mailto:milesbr@oakgov.com">milesbr@oakgov.com</a>	<b><u>City of Troy</u></b> Chief Frank Nastasi Chief of Police Troy Police Department Fax: 248-524-9023 Email: <a href="mailto:nastasifa@troymi.gov">nastasifa@troymi.gov</a>
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**28. GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

**29. AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

**30. ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF,** David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

**IN WITNESS WHEREOF,** \_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name:

Title:

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_

Printed Name:

Title:





## Michigan HIDTA

## Initiative Description and Budget Proposal

All Initiatives which seek HIDTA funding must complete this proposal and return to Michigan HIDTA via e-mail by the announced deadline. Completion of all sections of this proposal is required. The Office of National Drug Control Policy examines these submissions very closely. Your proposal must be clear, concise and complete. **A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

Program Year: 2021

Initiative Title: **NET - Oakland County Narcotics Enforcement Team**

Submitter's Rank/Name: D/Lt. Brent Miles

Submitter's Telephone #: 248-858-1722

Submitter's E-mail Address: milesbr@oakgov.com

**SECTION 1: INITIATIVES**

Level of Activity - Check all that apply

☒ Local DTO Focus☒ Multi-State DTO Focus☐ International DTO Focus☐ Interdiction Focus

Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?

☒ YES☐ NO**SECTION 2: PROFILE**Initiative Description

Enter Lead Agency: Oakland County Sheriff Office

Enter Location of Initiative (City): Pontiac MI, Oakland County

Check All That Apply

☐ Initiative is Collocated with other HIDTA Initiatives☒ Initiative is Staffed with Full-Time Federal and Full-Time State/Local Personnel☐ Full-Time Members of Initiative are Collocated and Commingled with Federal and State/Local Personnel

## Initiative Description and Budget Proposal Instructions

Enter your initiative description and budget detail in the text box on the following page. The text box is not character limited, nor is it limited to the visible field on the page. It works best to compose the narrative in Word and copy into the text field on the following page. Please use narrative only to complete this section. The PMP software will not accept graphs, tables, charts, images, etc.

The narrative section is intended to describe the mission and proposed activities for your initiative (dismantling DTOs, meth labs, interdicting drugs/money, apprehending fugitives, etc.) and detail your initiative's funding request. This description should indicate when the initiative was first funded by HIDTA.

Your narrative must be clear, concise and complete. Do not include a long narrative detailing the history or accomplishments of your initiative. Please **limit** your initiative description to several short paragraphs.

The first paragraph should clearly **identify the threat** (drug problem, violent crime, money laundering) in your area. ONDCP expects detailed information regarding the threat in the **HIDTA county/counties which your initiative serves**. Describe the types of drugs being trafficked, the presence/activities of gangs and drug-related violent crime. Include information on DTOs and MLOs operating in your area. DO NOT use specific names/addresses for any organizations or provide any information which is law enforcement sensitive or classified. Referring to the Michigan HIDTA Annual Threat Assessment/Drug Market Analysis is essential when describing the threat in your region.

In the next paragraph **discuss your plan to attack the threat** in your region. Describe your initiative and detail your plan to address the specific threats/problems in your area and achieve your performance targets. If your initiative consists of multiple teams, explain how each team's activities attack the drug threat in your HIDTA county. Detail how you will work more efficiently and effectively by conducting intelligence-driven investigations and sharing information (leads).

The next paragraph(s) should **present your budget request**. Remember that HIDTA funding is added-value funding and cannot be used to supplant normal operating budget items. Each budget line item (overtime, equipment, supplies, vehicles, phones, services, etc.) must be detailed in narrative form, specifying the amount requested and how each line item amount will be utilized. It is important to relate why each line item is needed and how it fits into your plan to attack the threat in your region and attain your performance targets. Provide a clear, concise and complete explanation of all items in your budget request. The budget narrative will be reviewed by the Michigan HIDTA Steering Committee and Executive Board before being sent to ONDCP for review and approval.

ONDCP closely examines **vehicle expenditures**. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. Examples: "6 vehicles @ \$500/month x 12 months = \$36,000; Gasoline Expense, 6 officers @ \$200/month x 12 months = \$14,400 .

ONDCP also scrutinizes **overtime expenses**. Ensure these expenses line-up with eligible officers in your initiative. ONDCP caps overtime for individual officers at \$9,500 annually. The Michigan HIDTA limits the cap to \$6,500 per officer annually. Each initiative is required to maintain documentation/spreadsheet to ensure these limits are not exceeded. Example: 10 task force officers x \$3,000/annually = \$30,000 annual overtime.

**PLEASE NOTE: Equipment vs. Supplies** - There has been a change in how these items are categorized. All items purchased for **\$5,000 or more per item** are categorized as **Equipment**. All items purchased for **\$4,999 or less per item** are categorized as **Supplies**.

**Equipment expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 10 ballistic shields @ \$6,000 each = \$60,000.

**Supplies expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 12 laptop computers @ \$1,000 each = \$12,000.

**Service expenses** must also be detailed. Example: Monthly cell phone service for 12 officers @ \$100/monthly x 12 months = \$14,400.

The total of all items must match the total entered in the **"Total Dollar Amount Requested"** field at the top of the next page.

**A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

## Enter Initiative Description and Budget Proposal Detail Below

**Total Dollar Amount Requested:** \$135,000.00

### INITIATIVE PURPOSE:

The Oakland County Narcotic Enforcement Team (NET) is a cooperative partnership of Federal, County and local law enforcement agencies in Oakland County located in Southeastern District of Michigan. The task force is located at the Oakland County Sheriff Office in Pontiac, and focuses on mid to upper level drug trafficking organizations (DTOs) and criminal groups operating in Oakland County. The task force also supports street level investigative operations targeting smaller quantities of cocaine, crack cocaine, methamphetamine, fentanyl and controlled prescription drugs.

### THREAT PRIORITIES:

Fentanyl and fentanyl mixed with other narcotics continue to be the most lethal category of illicit substances misused in Oakland County. Heroin-related overdose deaths remain at high levels in the county. The task force has observed a substantial increase in methamphetamine distribution and use. Cocaine has become a resurgent threat and is widely available throughout the county. Controlled prescription drugs remain an area of concern.

Regional and local DTOs are the primary drug trafficking threats in the NET AOR. These DTOs transport cocaine, heroin, fentanyl, and methamphetamine into Oakland County. Most of the illegal narcotics remain and are distributed by local DTOs and criminal groups and eventually consumed by users.

### PERSONNEL STRUCTURE AND PARTICIPATING AGENCIES

NET is led by the Oakland County Sheriff Office and supported by the Drug Enforcement Administration (DEA), Homeland Security (HSI), Oakland County Prosecutors Office, Auburn Hills Police Department, Birmingham Police Department, Bloomfield Township Police Department, Farmington Police Department, Farmington Hills Police Department, Ferndale Police Department, Franklin Police Department, Hazel Park Police Department, Madison Heights Police Department, Rochester City Police Department, Royal Oak Police Department, Troy Police Department, Waterford Police Department, West Bloomfield Police Department in a full time capacity. The multi-agency approach brings local law enforcement officers from each designated area, and combines their local investigative capacities as a means to dismantle and disrupt large and mid level DTOs and criminal groups in Oakland County.

### INVESTIGATIVE APPROACH:

NET will leverage HIDTA funds to support investigative overtime and communication services for investigators. Drug seizures will be thoroughly investigated by NET investigators in order to (1) trace these seizures back to the source(s) of supply, and (2) assist investigators in ultimately disrupting and dismantling DTOs and criminal groups. NET investigators monitor DTO trafficking patterns and share the information with our federal partners. The NET task force initiates investigations into upper and mid level DTOs and criminal groups. The main goal of the task force is to identify disrupt, and dismantle local DTO's and criminal groups. If the DTO is identified as a multi state or international organization then this intelligence is passed on to the DEA for investigation and federal prosecution. In addition to DEA participation in NET, NET further assigns two investigators to work closely and coordinate with two other DEA groups. This partnership ensures that interstate and international DTO's operating in Oakland County are being thoroughly investigated and prosecuted. NET anticipates seizure totals in CY2021 to mirror that of CY2020. The initiative also expects to disrupt and/or dismantle (5) DTOs in CY 2021.

## Agency Positions

Summarize the staffing levels you confidently expect to be part of your initiative for the Program Year selected. The *HIDTA Funded* box should be marked Yes **ONLY** when HIDTA funding covers the salary/wages for the listed position.

[illegible]

**Predicting Expected Outputs:** When developing your expected outputs for the Program Year, please ensure you take into consideration your past 2-3 year performance averages. ONDCP frequently refers to these averages when evaluating future performance target numbers.

### **SECTION 3: DTOs**

DTO Expected Outputs:

Predict the number of DTOs and MLOs you expect to disrupt and/or dismantle during the Program Year. Your performance targets should be aggressive but reasonably attainable, considering expected staffing and funding. Remember that your initiative's performance is compared to how successfully it attained its predicted totals. Please note Initiative's performance is not compared to the performance of other initiatives. Include pertinent notes in the Notes/Additional Information box.

**DISRUPTED** Defined

**DISMANTLED** Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year:

5

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year:

0

Notes/Additional Information:

### **SECTION 4: CLANDESTINE LABS**

Predict the number of each of the following items which you expect to seize during the Program Year. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Lab Dump Sites Expected to be Seized

0

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized

0

Enter the Number of Children Expected to be Affected

0

Enter the Number of **Meth Labs** Expected to be Dismantled

0

Enter the Number of **Other Clan Labs** (Production/Conversion) Expected to be Dismantled

0

Notes/Additional Information:

## SECTION 5: ACTIVITIES

**Predict the number of each of the following items for the Program Year. Include pertinent notes in the Notes/Additional Information box.**

### New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year:

Notes/Additional Information:

### Case Support:

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year:

Refer to definition of Analytical Support (AS). Project only number of cases which will receive AS from an analyst embedded with your TF or the DSEMIIC/MIOC. Do not include cases which will receive AS from an analyst seated at the HIDTA. A case can be reported receiving AS only **ONCE IN A CALENDAR YEAR** but can be counted each calendar year it receives AS. Project the number of separate cases to receive AS in the year, not the number of times AS is received on all cases. **Important: Remember to submit a completed survey with your quarterly report for each case receiving AS.**

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year:

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year:

Notes/Additional Information:

## SECTION 6: FUGITIVES

Predict the number of fugitives you expect to apprehend for the Program Year. A *Fugitive* is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc. An *Arrest* is defined as any apprehension made absent any type of court-issued pick-up order, primarily arrests made on probable cause. Initiative plans to make *Arrests* during the year are indicated by selecting *Arrests* from the *Other Outputs* pick list in Section 7.

Enter the Number of Fugitives Expected to be Arrested This Program Year:

Notes/Additional Information:

## **SECTION 7: OTHER OUTPUTS**

### **ENTRY OF MANDATORY OUTPUTS**

#### ***FORENSIC ENHANCEMENT - MSP TECHNICAL SUPPORT UNIT - REDRUM***

Continue to report Other Outputs contained in the pick list boxes below. Other Output information provided will be maintained internally at the HIDTA but will not be reported in PMP.

#### ***ALL OTHER HIDTA INITIATIVES***

Report **ONLY** the four Other Outputs **ARRESTS, CRIMINAL GROUPS, FIREARMS SEIZED** and **T-III WIRETAPS**. This information will be reported in PMP.

#### **FUGITIVES VS. ARRESTS**

Fugitives: Provide a projection of how many fugitives your task force will arrest for the year in *Section 6: Fugitives*.

**A fugitive is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc.**

Arrests: No projection of how many arrests your task force will make for the year is required. **An arrest is defined as any apprehension made absent any type of court-issued pick-up order; primarily arrests made on probable cause.** Indicate your task force's intentions to make arrests during the year by selecting/loading ARRESTS into one of the Other Output boxes below.

#### **Definition of Wiretap**

A wiretap is a form of electronic monitoring where a Federal or state court order authorizes law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Indicate your plan to utilize wiretaps by selecting T-III WIRETAPS in one Other Output box to the right.

#### **Reporting Wiretaps**

No projection regarding the number of wiretaps to be utilized is required. The actual number of wiretaps is reported each quarter on the Task Force Quarterly Report. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (number) unless the extension is spanning the calendar year being reported. Note: Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Select the Other Outputs your initiative plans to utilize in the pick list boxes below.

Other Output:

ARRESTS

Other Output:

CRIMINAL GROUPS

Other Output:

FIREARMS SEIZED

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:



Michigan HIDTA  
Request for HIDTA Overtime Reimbursement

**ONE FORM PER OFFICER**

## REGULAR OVERTIME

### Exhibit B

Michigan HIDTA  
Mary Szymanski - Financial Manager  
FAX: 248.356.6513  
mszymanski@mi.hidta.net

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

**REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW.** By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

**APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW:** By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
<b>OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.</b>						
<b>FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.</b>						
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
6					\$0.0000	
					<b>\$0.0000</b>	

ITEM #	PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.



YOUR AGENCY LETTERHEAD

January 17, 2018

Director Craig Summers  
Michigan HIDTA  
28 W. Adams  
Suite 400  
Detroit, MI 48226

Dear Director Summers:

Please accept this correspondence as notification of the current pay rate for the listed **ADD YOUR AGENCY NAME** police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective **July 1, 2017**.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

## TIME SHEET

DATE	HOURS	OVERTIME	NET#
------	-------	----------	------

07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		

**APPROVED**

8/16/16

[REDACTED]

08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: \_\_\_\_\_

[REDACTED]


[REDACTED]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)  
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements. **Exhibit E**

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

Pay Period Ending On: 08/07/2016  
Check #:   
Check Date: 08/12/2016  
Primary Rate: 31.2962  
Withholding Rate: 00  
Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FIW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK PS 07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS_HBL VISION	9.13	104.73
IN_LIEU_MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
TOTALS:	80.00	7.00	2,947.69	49,931.76	TOTALS:	2,947.69	49,922.80

Net Pay This Period: 1,797.59

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK PS 07/01	96.00	0.00	0.00	0.00	96.00
SICK PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00

08/12/2016

1,797.59

\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*CHECK STUB REPRINT\*\*\*\*\*

## **City Council Referral from Councilwoman Ellen Hodorek**

### **Proclamation Requesting Assistance From Federal and State Elected Officials to Address Two Issues from the Modernize I-75 Project**

WHEREAS, Plans for the Modernize 75 project were announced in February 2016 by then-Oakland County Executive L. Brooks Patterson, to rebuild and widen I-75, the interstate highway that runs through the City of Troy. The Michigan Department of Transportation is facilitating the completion of this project, which must comply with federal guidelines. The City of Troy does not have any authority or control over the completion of this project; and

WHEREAS, the I-75 highway rebuild required the removal of what was essentially a natural sound barrier of trees and brush to allow for the additional space for the construction work; and

WHEREAS, while it is understood the project includes plans for new landscape plantings, it will take years for those plantings to mature, and it is also unknown if the approved project landscaping will be effective in reducing the sound emanating from the I-75 traffic to the levels experienced prior to the commencement of the I-75 rebuild project; and

WHEREAS, the Troy City Engineer has pursued and exhausted any options available to the City of Troy on behalf of its affected property owners, including but not limited to sound testing through the Michigan Department of Transportation. However, there are timing and density requirements in federal regulations that result in the denial of requests to replace and install the type of noise abatement that is logically required to ensure the modernization effort does not result in the deterioration of quality of life in the affected residential area; and

WHEREAS, many residents have rightfully sounded the alarm about this issue impacting a significant section of Troy found adjacent to I-75 from approximately Crooks to Coolidge to Beach to Adams, where the noise reverberation increased after the installation of a wall on the other side of the highway, which was the first phase of the I-75 widening project; and

WHEREAS, in addition to addressing substantial noise complaints from residents, the Troy City Council has also received a number of complaints from Troy business owners, who have been detrimentally impacted by significant delays in completion of the diverging diamond interchange at Big Beaver Road, adding months to the Big Beaver lane closures and difficulties for the businesses located in that area. This has created an additional key area requiring attention; and

WHEREAS, Michigan State Senator Mallory McMorrow and Michigan House Representative Padma Kuppa have also been approached about these issues and are

also striving to address them, with a clear understanding of the impact to Troy residents and businesses.

NOW, THEREFORE BE IT RESOLVED, That Troy City Council URGES Michigan Governor Gretchen Whitmer to join Senator McMorrow and Representative Kuppa as they work with us on behalf of the Troy constituents to address the two aforementioned areas; and

BE IT FURTHER RESOLVED, That Troy City Council CALLS UPON all of our elected officials, (including U.S. Senator Gary Peters, U.S. Senator Debbie Stabenow, and U.S. Congresswoman Haley Stevens) to support our effort and to know we stand ready to work with you to seek solutions to these unintended consequences of the Modernize I-75 project and rectify them as soon as possible, which is in the best interest of the City of Troy and its impacted residents and businesses.

**EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES MINUTES- FINAL December 9<sup>th</sup>, 2020**

500 West Big Beaver  
Troy, MI 48084  
troymi.gov

**MINUTES****Employees' Retirement System Board Meeting**

December 9<sup>th</sup>, 2020 at 12:00 PM  
Electronic Remote Participation via GoToMeeting  
(248) 524-3306  
ERSPublicComments@troymi.gov

**Roll Call**

The monthly meeting for the Employees' Retirement System Board of Trustees was held on **December 9<sup>th</sup>, 2020** with electronic remote participation via GoToMeeting.

The meeting was called to order at 12:01 PM by Administrator Maleszyk.

**Trustees Present:** Robert C Maleszyk  
Thomas Gordon II  
Kurt Bovensiep  
Justin Novak  
Mark F Miller  
David Hamilton

**Trustees Absent:** Mark Calice  
Mark Owczarzak

**Also Present:** Tim Brice – Graystone Consulting  
Rebecca Sorensen - UBS Financial Management  
Darin McBride – UBS Financial Management  
Peter A Dungjen  
Lisa Burnham  
Shazia Fatima

**Public Comment**

- None

**Minutes from the November 11<sup>th</sup>, 2020 Meeting**

**Resolution # ER – 2020-12-34**

Moved by: Hamilton

Seconded by: Miller

**RESOLVED**, that the Minutes of the November 11<sup>th</sup>, 2020 meeting be **APPROVED**.

Yeas: - 6 – (Hamilton, Miller, Novak, Bovensiep, Gordon, Maleszyk)

Nays: - 0 -

Absent: - 1- (Calice)

**Motion Passes**

**Retirement Requests**

<b>Name</b>	None			
<b>Pension Program</b>				
<b>Retirement Date</b>				
<b>Department</b>				
<b>Service Time</b>				

**Regular Business**

- Administrator Maleszyk thanked Trustee Novak for his many years of service to the Board and welcomed Peter Dungjen to the Board starting January 2021.

**Investments**

**UBS Financial Presentation**

- **Market Review – Darin McBride**
  - Darin gave a market overview noting that they continue to have a positive view on Equities but with added volatility due to current the COVID-19 wave which continues to threaten economic recovery and expansion.
  - They are optimistic and anticipate a return to pre-pandemic earnings by the end of year 2021.
  - He concluded that they favor mid-cap and global equities going forward and overall continue to favor a well-balanced high-quality portfolio offering the best way to meet our Long-term investment success.

- **Investment Review – Darin McBride**

- The QTD Net Rate of Return Net of Fees as of November 30<sup>th</sup>, 2020 was as follows: Combined: 7.18%; ERS: 7.23% and NAIC: 7.02%
- The YTD Net Rate of Return Net of Fees as of November 30<sup>th</sup>, 2020 was as follows: Combined: 12.50%; ERS: 11.84% and NAIC: 14.79%
- Darin also reviewed the Asset Allocations for each portfolio.

- **Recommendations:**

- ERS portfolio:
  - Covered Call Options were approved by Administrator Maleszyk
- NAIC Portfolio:
  - NAIC Portfolio:
    - NAIC holds more than \$6 million due to recent sales.
    - The NAIC portfolio holds the following stocks that are current buy and sell recommendations by Investor Advisory Service (CFRA).
    - Buy Recommendations:
      - Akamai Technologies, Inc.
      - Cboe Global Markets, Inc.
      - Fleetcor Technologies, Inc.
      - Huntington Ingalls Industries, Inc.
      - Insperity, Inc.
      - Nexstar Media Group, Inc.
      - T. Rowe Price Group, Inc.
      - UnitedHealth Group Incorporated
    - Sell Recommendations
      - Cognex Corporation
      - Old Dominion Freight Line, Inc.
      - Danaher Corporation
    - Administrator Maleszyk proposed to buy the stocks listed above at \$500,000 each using \$4 million in cash, and to hold on to the 3 sell recommendations.
    - Trustee Novak noted that contrary to his previous views of holding on to Danaher and Old Dominion he agrees with the NAIC report and recommended to buy and sell all the stocks listed above.
    - Trustee Hamilton recommended to sell the 3 stocks listed above and use the proceeds from the sale plus the \$4 million in cash divided equally to purchase the 8 buy recommendations listed above.



- **Resolution # ER – 2020-12-35**

Moved by: Hamilton

Seconded by: Novak

**RESOLVED**, that all positions held in Cognex, Old Dominion Freight Line, and Danaher be liquidated and the proceeds of approximately \$3 million plus \$4 million held in cash be used to purchase equal positions valued at approximately \$875,000 each in Akamai Technologies, Cboe Global Markets, Fleetcor Technologies, Huntington Ingalls Industries, Insuperity, Nexstar Media Group, T. Rowe Price Group and UnitedHealth Group be **APPROVED**.

Yeas: - 6 - (Hamilton, Novak, Miller, Bovensiep, Gordon, Maleszyk)

Nays: - 0 –

Absent: - 1 – (Calice)

**Motion Passes**

### **Graystone Consulting Group Presentation**

- **Market Review – Tim Brice**

- Tim gave a market update discussing the effects of the elections and change in leadership.

- **Investment Review – Tim Brice**

- Tim presented the Performance Report as of November 30<sup>th</sup>, 2020 noting the
  - Net Return Net of Fees: QTD: 7.70% and YTD: 8.44%.
- Tim gave the Updated Performance Report as of December 4<sup>th</sup>, 2020 noting
  - Net Return Net of Fees: QTD: 10.02% and YTD: 11.2%.
- He concluded that International Markets and Small Cap are performing better and has impacted our portfolio positively.

- **Recommendations: Rebalance the portfolio as of 11/30/2020**

- To Rebalance the portfolio by reallocating from Winslow \$350,000, JP Morgan Equity Income \$200,000, Aristotle \$200,000, iShares S&P 500 \$250,000, Thompson Siegal \$250,000 and Vanguard Total Market \$750,000 to Reinhart Inter Gov / Credit \$500,000, to Western Core Plus \$1,000,000 and to Vanguard REIT \$500,000.

**EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES MINUTES- FINAL December 9<sup>th</sup>, 2020**

○ **Resolution # ER – 2020-12-36**

Moved by: Hamilton

Seconded by: Gordon

**RESOLVED**, To Rebalance the portfolio by reallocating from Winslow \$350,000, JP Morgan Equity Income \$200,000, Aristotle \$200,000, iShares S&P 500 \$250,000, Thompson Siegal \$250,000 and Vanguard Total Market \$750,000 to Reinhart Inter Gov / Credit \$500,000, to Western Core Plus \$1,000,000 and to Vanguard REIT \$500,000 be **APPROVED**.

Yeas: - 6 - (Hamilton, Gordon, Bovensiep, Novak, Miller, Maleszyk)

Nays: - 0 –

Absent: - 1 – (Calice)

**Motion Passes**

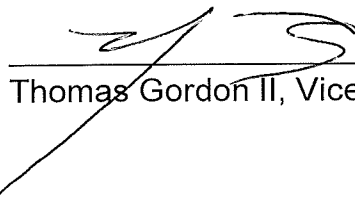
**Other Business**

- Actuary Experience Study has not been done since 2006, the Actuary suggested it will be good to do one in June 2021.
- Trustee Hamilton thanked Trustee Novak for his time on the Board.

**Adjourn**


The meeting adjourned at 12:47 PM.

The next meeting is Wednesday, January 13<sup>th</sup>, 2021 at 12:00 PM.



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Thomas Gordon II, Vice Chairman



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Robert C Maleszyk, Administrator

**Civil Service Commission (Act 78) – Minutes - Final****December 29, 2020**

A Meeting of the Civil Service Commission (Act 78) was held Tuesday, December 29, 2020 electronically via GoToMeeting. Chairman/President McGinnis called the meeting to order at 1:00 PM.

**A. ROLL CALL:**

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

**ALSO PRESENT:** Mark F. Miller, City Manager  
Lori Grigg Bluhm, City Attorney  
Cheryl A. Stewart, Deputy City Clerk  
Jeanette Menig, Human Resources Director  
Bridget Heffner, Human Resources Specialist  
Richard C. Riesterer, Assistant Fire Chief  
Pete Hullinger, Assistant Fire Chief

**B. APPROVAL OF MINUTES:****1. Approval of Minutes of Friday, November 13, 2020**

Resolution #CSC-2020-12-17

Moved by Cannon

Seconded by Steele

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Friday, November 13, 2020, meeting as presented.

Yes: All-3

No: None

**MOTION CARRIED**

**C. PETITIONS AND COMMUNICATIONS: None**

**D. REPORTS: None**

**E. OLD BUSINESS: None**

**F. NEW BUSINESS:**

**1. Resolution to Approve Participation in Electronic Meetings**

Resolution #CSC-2020-12-18

Moved by Cannon

Seconded by Steele

RESOLVED, That, in compliance with Public Act 228 of 2020, the Troy Civil Service Commission (Act 78) **IS AUTHORIZED TO MEET** via video conferencing, and because of pressing business needs, the Troy Civil Service Commission **APPROVES** meeting through the use of GoToMeeting, allowing public bodies to conduct public meetings remotely during the ongoing COVID-19 pandemic.

Yes: All-3

No: None

**MOTION CARRIED****2. Resolution to Allow Electronic Receipt of Public Comment**

Resolution #CSC-2020-12-19

Moved by Cannon

Seconded by McGinnis

RESOLVED, That after having advertised the electronic meeting and the methods for Public Comment on the City's website, and in the Public Notice, and as allowed Public Act 228 of 2020, Public Comment **MAY BE** received by the Civil Service Commission via two methods. Public Comment can be submitted for the Civil Service Commission (Act 78) through email sent to: [cheryl.stewart@troymi.gov](mailto:cheryl.stewart@troymi.gov), and timely emails will be administratively read at the Civil Service Commission meeting. Public Comment can also be submitted by calling and leaving a voicemail on the following phone number: 248-524-3316. Voicemails received prior to 8 am on the day of a Civil Service Commission meeting will be played at the meeting.

Yes: All-3

No: None

**MOTION CARRIED****3. Approval of Eligible List for Fire Chief**

*The Fire Chief eligibility list will be available on the Human Resources [Civil Service Act 78 Postings](https://troymi.gov/departments/human_resources/civil_service_act_78_postings.php) webpage at ([https://troymi.gov/departments/human\\_resources/civil\\_service\\_act\\_78\\_postings.php](https://troymi.gov/departments/human_resources/civil_service_act_78_postings.php)) immediately following the Civil Service Commission (Act 78) Meeting.*

Resolution #CSC-2020-12-20

Moved by Cannon

Seconded by McGinnis

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

Yes: All-3

No: None

**MOTION CARRIED**


G. PUBLIC COMMENT: None

H. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 1:03 PM.



Donald E. McGinnis, Jr., Chairman



Cheryl A. Stewart, Deputy City Clerk



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Troy, MI 48084  
troymi.gov

O-02a

## CITY COUNCIL AGENDA ITEM

Date: February 16, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager

Subject: Resident Engagement and Priority Study

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On June 22, 2020, City Council awarded contracts to Cobalt Community Research ("Cobalt") for a resident benchmarking survey, business survey, and library survey. The library survey was conducted in July 2020. City staff is now working with Cobalt on the resident benchmarking survey.

City Council discussed the resident survey during its November 23, 2020 and December 7, 2020 regular meetings. The survey was revised based on input provided by City Council and was provided in a report in the December 14, 2020 City Council meeting agenda packet. The final cover letter, survey, and project timeline were provided in a report in the January 25, 2021 City Council meeting agenda packet.

Cobalt sent the first "wave" mailing to 2,000 randomly selected recent voters on January 28 and had received 403 responses ( $403 / 2,000 = 20\%$  response rate) as of February 12. A second "wave" mailing will be sent during the week of February 16 to those who have not yet responded. Cobalt expects the final response rate to be around 30% (600). This will provide a margin of error of  $\pm 4\%$  at 95% confidence. For reference, a national survey representing 330,000,000 people only needs about 390 responses to be  $\pm 5\%$  at 95% confidence.

Responses are due by February 28 and Cobalt will close the survey during the week of March 1 so data analysis can begin during the week of March 8. City staff will provide another report in the March 8, 2021 City Council meeting agenda packet. The results will be presented to City Council in April.



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## **PLANNING COMMISSION 2020 ANNUAL REPORT**

The Michigan Planning Enabling Act requires that municipal planning commissions prepare an annual written report to the legislative body concerning operations and the status of planning activities undertaken during the calendar year. In accordance, the following information has been compiled:

### **PLANNING COMMISSION**

In 2020 the Planning Commission consisted of Tom Krent (Chair), David Lambert (Vice Chair), Carlton Faison, Ollie Apahidean, Karen Crusse, Michael Hutson, Marianna Perakis, Sadek Rahman, and John Tagle.

Sadek Rahman was Zoning Board of Appeals (ZBA) Representative.

The Planning Commission held ten (10) meetings during the year.

John Tagle and Michael Hutson served on the Sustainable Design Review Committee.

### **Planning Commission Training**

Planning Commission members Tom Krent, Carlton Faison and Marianna Perakis attended training sessions at the Michigan Association of Planning (MAP) Annual Conference, held remotely, in October, 2020.





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## PLANNING COMMISSION 2020 ANNUAL REPORT

### SITE PLAN REVIEWS

The Planning Commission considered the following applications in 2020:

Project	Description	PC Action
SP2019-0022	Crooks Road Townhomes, West side of Crooks Road, North of Wattles Road, Section 17, Zoned NN "I"	Denied Preliminary Site Plan Approval on 11/10/20
SP JPLN2019-0040	Square Lake Court Townhomes, South side of Square Lake Road, west of Dequindre, Section 12, (88-20-12-200-025), Zoned NN "N"	Granted Preliminary Site Plan Approval on 1/14/20
SP JPLN2020-0011	Regency of Troy Convalescent Center/Nursing Home, Southeast corner of Maple and Axtell (2785 W. Maple), Section 32, Currently Zoned IB	Granted Preliminary Site Plan Approval on 10/27/20
SU2019-0044	Korean United Methodist Church of Troy Parking Lot Expansion, West side of Dequindre, South of Square Lake (42693 Dequindre), Section 27, Zoned R-1C	Granted Special Use Approval and Preliminary Site Plan Approval on 2/11/20
SP2020-0001	Long Lake Shell Addition, Southwest corner of Long Lake and Dequindre, Section 13, Zoned NN "J" District.	Held Public Hearing and Postponed Item on 2/11/20
SP JPLN2019-0038	Timbercrest Drive Extension, South of East Wattles, West of Dequindre (88-20-24-201-015), zoned R-1C	Granted Preliminary Site Plan Approval on 4/28/20
SP JPLN2020-0004	Square Lake Court Phase II, South of Square Lake, West of Dequindre (88-20-12-200-027), Zoned NN "N"	Granted Preliminary Site Plan Approval on 4/28/20
SP2019-0022	The Westington, South side of Wattles, East of Crooks, Section 21, Currently Zoned NN "I"	Granted Preliminary Site Plan Approval on 12/08/20

### ZONING ORDINANCE AMENDMENTS

The Planning Commission considered the following amendment applications in 2020:

Amendment	Description	PC Action
Z 2019-0039	Addison Heights Subdivision Rezoning, East of Livernois, south side of Arthur (88-20-27-307-033), Section 27, From P to R-1E	Held public hearing and recommended approval 1/14/20
ZOTA 254	Zoning Ordinance Text Amendment – Cluster Square Footage	Held public hearing and recommended approval 2/25/20
CR 2019-001	MNK TROY 1, LLC Conditional Rezoning, East of Rochester Road, South of Shallowdale (88-20-14-152-001 and 88-20-14-301-031), Section 14, From R-1C, RT & EP to RT	Held public hearing and recommended approval 1/28/20





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## PLANNING COMMISSION 2020 ANNUAL REPORT

### SUSTAINABLE DEVELOPMENT REVIEW COMMITTEE

The Sustainable Development Review Committee considered the following items in 2019:

Project	Description	SDRC Action
Depor Industries, Inc.	Located on east side of Northwood, north of Maple (1902 Northwood), Section 28, Zoned IB	Received SDP status on 2/19/20 to exceed maximum lot coverage
Ark-Tec Parking Lot Improvements	Located on west side of Maxwell, north of Maple (1715-1717 Stutz Dr), Section 29, Zoned IB	Received SDP status on 2/19/20 to park in front yard in IB district
Regency of Troy Convalescent Center/Nursing Home	Located on south side of Maple Rd, east of Crooks (2785 W Maple), Section 32, Zoned IB	Received SDP status on 6/18/20 to park in front yard in IB district

### CITY OF TROY MASTER PLAN

On 10/27/20 the Planning Commission made a determination that the City of Troy Master Plan be amended and recommended that City Council authorize the commencement of the Master Plan amendment process.



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O-02c

## CITY COUNCIL AGENDA ITEM

Date: February 22, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Elaine S. Bo, Recreation Director  
Brian E. Goul, Assistant Recreation Director

Subject: Troy Nature Society Financial Statements and Annual Report for Fiscal Year Ending 2020

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The Troy Nature Society a 501(c)(3) non-profit organization has a contract with the City to handle daily operations of the Nature Center. The Nature Society Activities at the nature center include nature inspired public programs designed for families, children and senior adults. In addition, they conduct programming for school and community groups along with guided nature walks and targeted school outreach nature studies.

The nature preserve is a valuable community asset offering a quiet retreat to solitary observers, couples, Scout groups, families, and school children who come to enjoy the natural beauty of the preserve. Some people come to sit on a bench, some to count bluebirds – others test water quality, monitor pond life, or tap the sugar maples. Many take the opportunity to capture photos of the wildlife for their own use and to enhance the society's marketing initiatives.

Attached is the Troy Nature Society's Financial Statements and Annual Report for Fiscal Year Ending 2020.

# FY2020 Annual Report



*The Troy Nature Society (TNS) is a nonprofit organization conducting educational nature programs for individuals of all ages at the Stage Nature Center. The organization promotes knowledge of our natural world and good stewardship of our environment.*



Stage Nature Center | 6685 Coolidge Hwy. | Troy, MI 48098 | 248.688.9703

[StageNatureCenter.org](http://StageNatureCenter.org)

## A Message from David Lambert, President of the Troy Nature Society

2020 is unlike any year many of us have experienced. This is especially true for the Troy Nature Society and the Stage Nature Center. We have seen not only the challenges facing our Center but also the incredible work of our staff and volunteers to maintain our viability. During the quarantine when our building was unavailable, our staff provided online nature programs using Facebook Live videos on a weekly basis. Our staff and volunteers also played a key role in maintaining our outdoor trails, so that our community had a place to recreate responsibly.



Photo credit Mara Stein

Thanks to these hard-working staff and volunteers, we managed the safe reopening of our building to allow in-person educational programs for the children and adults of our community and region. We are taking appropriate measures to sanitize and meet guidelines from the CDC and other government agencies so that our exhibit hall can remain open to the public. This includes reducing the number of allowable in-person program attendees until further notice. However, we are determined to continue our path to education for local students - our educational program committee is developing new school programs to be presented virtually.

Despite the challenges posed by the pandemic of 2020, we are excited to announce that we held a groundbreaking in October for the new Owl enclosure at the Stage Nature Center. We wish to thank all of those who helped provide financial support and those providing their extraordinary expertise to get us to that groundbreaking. I want to thank the members of the Nature Society Board of Directors for their strong leadership in recognizing the benefits these owls bring to our educational programming. Additionally, I wish to extend a special thank you to the Troy City Council, city administrators and staff for their financial partnership in this permanent structure that will serve not only these birds of prey but also any future raptors in need. The owl structure is expected to be completed by the end of 2020 with a dedication ceremony scheduled for early 2021.

2021 will also be special because we will be celebrating the 10-year anniversary of the Troy Nature Society taking over operations of the Stage Nature Center which occurred in July 2011.

Thank you to the City and taxpayers of Troy for their support this past year when our financial situation was challenged by the pandemic. Some of the biggest challenges we face going forward are primarily financial. Due to the continuing health directives from the state, county and city, we have been forced to significantly reduce many of our fundraising events including our annual Nature Uncorked gala and the Run/Walk for Nature event. Please consider ways you can financially support the nature center during this challenging time.

Finally, our Board of Directors welcomed a couple of newcomers to the Board this year. The new members come to us with plenty of plans and ideas, so make sure to visit the Stage Nature Center in 2021 to see this great, green asset in our community.

A handwritten signature in cursive script that reads "David Lambert".

David Lambert



## In The Beginning

Land for the Stage Nature Center (SNC) was originally purchased by the City of Troy in the 1970s and is located at 6685 Coolidge Hwy. in Troy, just south of South Blvd. At the time of acquisition, there was an older home on the property that was initially used as the nature center building. In 2002, the old structure was demolished and the current 8,200 square foot interpretive nature center building was constructed using funds received from a government grant to the City of Troy. This center for learning contains classrooms, a public research library, an observation bee hive, a wildlife viewing area and an exhibition lobby with a live reptile and amphibian display. The headwaters of the Rouge River flow through this unique 100-acre preserve. More than 145 plant and animal species may be viewed throughout the grounds. An outdoor play area features climbing boulders, and a paved path provides wheelchair access to the streamside forest. Within the nature center boundaries are two miles of trails, which pass through upland forest, meadows, streamside wetlands, cattail marsh and a Monarch Butterfly Way Station constructed in 2017.



In 2010, in response to the planned closure of the Stage Nature Center by the City of Troy, a small but devoted group of citizens came together to create the Troy Nature Society, a 501(c)(3) nonprofit organization. Members of the Board of Directors immediately began raising funds to support operations. The Society assumed management oversight of the nature center on July 1, 2011 and immediately began offering educational nature and science programs. This was a critical time in the transition of this valued community resource from city government to nonprofit management and funding. The Troy Nature Society sought members, volunteers and financial supporters to ensure our community would continue to enjoy the benefits of time spent in the out-of-doors. During the first fiscal year of operations, TNS provided services for 8,253 visitors, students and program participants.

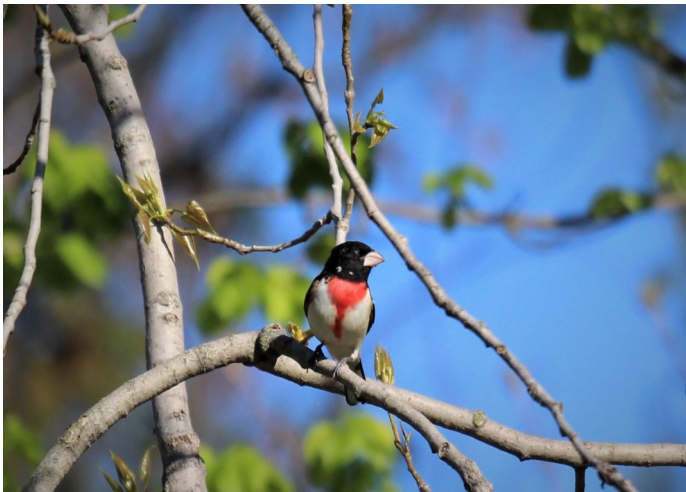


Photo credits Christina Funk



The family of Roger and Susie Kowalski provided an exciting addition to the nature center during the 2019 fiscal year. Roger and Susie's children along with their spouses provided the funds to build and dedicate a new outdoor pavilion in honor of their parents. Susie's passing in April 2019, left a large void in our hearts for this remarkable wife, mother, grandmother and community activist who had a special passion for the nature center. The Society is so appreciative for the construction of the Roger

and Susie Kowalski Pavilion that provides us with many venue options including the Annual Ice Cream Social Open House, space for Day Camp programs, rentals for wedding ceremonies, family reunions and casual group gatherings.

Activities at the nature center include public programs geared toward families, toddlers and senior adults. Additionally, we conduct programming for school and community groups along with guided nature walks and targeted school outreach nature studies. The preserve is a valuable community asset offering quiet retreat to solitary observers, couples, Scout groups, families, and school children who come to enjoy the natural beauty of the preserve. Many take the opportunity to capture photos of the wildlife for their own use and to enhance the Society's publicity materials.

The Society has seen tremendous growth across all program areas and performed diligently in financial stewardship since its founding in 2011. Though forced to discontinue programming for nearly four months during the pandemic, the Society still served more than 23,400 individuals attending programs and visitors enjoying the beauty of the preserve. During the fiscal year ended June 30, 2020, the organization:

- Conducted 59 school field trips/school outreach/organized group programs. These programs served a total of 3,415 students and Scouts who were provided with hands-on experience in nature.
- Conducted 189 public programs and events for children, adults and miscellaneous groups at the nature center. These programs served 4,885 individuals (ages two years old through senior adult) with age-appropriate programs and activities designed to enhance learning in a natural environment.
- Maintained a dedicated corps of 225 individuals who volunteered an amazing 3,467 hours in support of TNS programs, activities and initiatives. Comprising 98% of our work force, these devoted volunteers donated time and effort to help with such activities as: educational program assistance; trail maintenance and clean-up projects; the annual Maple Syrup event; fundraising events, blue bird monitoring; front desk reception and administrative support.
- Met its fundraising goal for the cost to construct a permanent residence for the five rehabilitated owls adopted in 2018. In partnership with the City of Troy, the Society along with its friends and supporters reached its financial goal of \$145,000 for the new structure. In October 2020 a groundbreaking ceremony for the owl enclosure was held. A dedication ceremony for the new structure will take place in the spring of 2021.





## Leadership

### Board Members

The Troy Nature Society is supported by volunteer Board members comprised of educators, administrators, those with backgrounds in wildlife preservation, environmental activism, business management, fundraising, marketing and finance. Financial support is a Board requirement for which 100% of the Society's Board Members comply. Board members serve on at least one of six board committees; Board Development, Financial Oversight, Fundraising, Educational Programming /Parks & Facility Management, Operations and Marketing & Communications. All members are involved in governance, policy oversight, strategic planning, fundraising and program development.



FY2021 Officers	FY2021 Board of Directors		
David Lambert – President Arnie D'Amore Braver – 1st Vice President Scott Hunter – 2nd Vice President Steven Sprague - Treasurer Rebecca Seguin-Skrabucha - Secretary	Dan Glombowski Smitha Haugen Paul Hoef Roger Kowalski	Alex Mattia Bill Ording Anna Romund Fran Stage	<i>Student Board Representatives</i> Noah Miko Chloe Pottenger Khushi Sharma

### Program Staff

The administration of the Society includes an Executive Director responsible for oversight and fundraising activities. Carla Reeb was hired in July 2012 with over twenty-five years nonprofit management experience. The Society has a Lead Naturalist and an Assistant Naturalist employed full time, both with extensive backgrounds in nature education: organizing, executing and evaluating educational nature and science programs. A Program Support Assistant provides administrative support for program staff along with acting as the organization's Volunteer Coordinator. Six program instructors are employed "as needed" along with a full-time Seasonal Intern to help support the many TNS educational programs as they are offered throughout the year. In 2015, the Society hired a part-time Accountant. Then in 2016, a part-time Marketing Specialist was hired to manage the organization's website and promote awareness of the organization's programs and activities through social media and the local press.

FY2021 TNS Staff	TNS Program Instructors
Carla Reeb – Executive Director Debra Williams – Lead Naturalist Christina Funk – Assistant Naturalist Louise McCormick-Glazier - Program Support Asst. Cindy Wymer - Accountant Neha Saigal – Marketing Specialist	Lori Brown Danielle Durham Linda Friedman Michelle Goyette Nancy Klein Miranda Roberts Sylwia Adamczyk - Seasonal Intern

### Volunteer Corps

The Society has a dedicated corps of 200+ volunteers. Comprising 98% of our work force, these devoted individuals, ages 14+, donate time and effort to help with such activities as: educational program assistance, trail maintenance, clean-up projects, Maple Syrup programming, fundraising events, blue bird monitoring, front desk reception and administrative support.

### Members

The organization currently has 200+ members supporting its mission. All membership revenues help underwrite the programs and activities of the Society. Membership benefits includes voting rights at the annual meeting and discounted fees when participating in certain TNS programs.

## Mission

Our overarching mission is to provide resources and education to inspire the appreciation and preservation of nature. Specifically, the objectives of the Society are to:

- Provide healthy outdoor experiences and educational activities for individuals of all ages
- Create an understanding of the value and necessity of stewardship of our natural environment
- Preserve and protect the Stage Nature Center for future generations

## Our Vision

The Troy Nature Society will become the exemplary community resource for nature education and preservation in the Troy area. We believe in making learning fun! While striving to achieve our vision, the Society will continue to assess our performance in the following areas:

### - Education

- Offer innovative programs developed from current research, national trends and community needs
- Provide a wide range of program offerings for people to view and interact with the natural environment
- Act as a resource to the community for nature related questions

### - Preservation

- Maintain and improve the Stage Nature Center
- Provide a physically safe, peaceful and well-maintained environment for visitors of the Stage Nature Center

### - Collaborative Relationships

- Cultivate relationships with community organizations
- Participate in the community as a forward thinking and challenging leader
- Develop a vibrant and involved support base
- Cultivate relationships with organizations having similar purposes

## Program Benefits

Along with providing educational programming, our nature center and its activities provide numerous benefits including:

- Natural features and spaces important to defining community image and distinctive character
- A facility that contributes to educational and cultural benefits
- Protection for important natural systems
- Active and passive recreational opportunities
- Healthy lifestyles enhancement by facilitating improvements in physical fitness through exercise, and also by facilitating positive emotional, intellectual and social experiences

## Non-Discrimination Policy

The Troy Nature Society affirms a policy of non-discrimination with regards to persons on the basis of race, religion, color, sex, gender, sexual orientation, gender identity, height, weight, marital status, sexual orientation, national origin, age, disability, genetic information, amnesty status, veteran status or any other basis protected by federal, state and/or local law. This policy shall pertain to staff, applicants, volunteers, members and guests.



Barton Malow Workday



# Making a Positive Difference In Our Community

## *Public Programs*

An extensive variety of educational nature and science programs is offered to the public on a year-round basis. These programs are geared for individuals of all ages - toddlers to senior adults and are designed to help children and adults increase their understanding and stewardship of our natural environment. We accomplish this by interpreting the natural world around us and acting as an educational resource in biology, ecology and natural history for all our students, young and old. Some of our most popular public programs include our various week-long Day Camps offered to reinforce children's learning experience during the summer months. Additionally we partner with such groups as Michigan DNR to provide classroom facilities for public outdoor education programs.



## *School / School Outreach Programming*

TNS offers educators a wide selection of science programs that meet public, private and home-schooled students' academic needs. Programs are developed to provide students with hands-on experience in nature and are designed to enhance the school's core curriculum. We utilize animal mounts, pelts, skulls, shells and other materials to ensure a first-class view of the world around us. School field trips held at the nature center engage participants in interactive nature and science experiences which include classroom instruction followed by a guided hike through the preserve. Beginning in the 2020-2021 school year, our program staff are offering educators nature programs convened virtually for their students. Based on the program chosen by the educator, some programs include educational kits that are provided to the teachers and distributed to students prior to the presentation. As the 2020-2021 school year proceeds, we expect our Instructors to visit the classrooms of local schools and bring in-person programming to students. We offer various outreach programs that fulfill the instructional and educational needs of the school. Just like the programs held at the nature center, all outreach programs are designed to enhance the school's core curriculum and include hands-on interaction with mounts, pelts and other biofacts.

## *Scouts/Groups*

As a support to organized troops and groups, we offer programs that meet requirements for members to come and complete their nature-related badge or achievement. Current programs include those geared toward Boy Scouts, Cub Scouts and Girl Scouts.

## *Live Owl Programming*

The Society offers opportunities for the public to meet live owls and learn about these fascinating birds of prey housed at the nature center. Additionally, the Society has developed educational programs featuring these Michigan owls for the public and other organized groups. Fees collected from the programs act as a source of revenue to support the feeding, care and medical expenses that is vital to the livelihood of these amazing rehabilitated raptors.

## *Family Nature Explorers*

This monthly program is offered year-round allows the whole family (parent and child) to participate in hands-on, outdoor experiences that inspire curiosity and create a connection to nature. A different nature topic is featured each month.

## *Maple Syrup Event*

March is a special time for the nature center and the families of our community. TNS holds its annual Maple Syrup Time for three consecutive Saturdays every March. This fun and educational family event is typically attended by nearly 1,000 guests who venture into the woods on a guided tour, visit an historic sugar camp to learn how maple trees are tapped and see for themselves how the sap is harvested. Participants learn about the ordinary effort it takes to make sap into maple syrup. This unique seasonal event receives extensive local television and media coverage every year.

## Public Awareness

TNS reaches out to our community through mailings, local distribution of brochures, public service announcements (PSAs), media events, TNS website, social media sites and participation in local community events to increase awareness of TNS. We also partner with the Troy Historical Village and other organizations serving similar populations.. Public program announcements are advertised quarterly in the city's premiere magazine "Troy Today" which is distributed to approximately 32,000 households and businesses quarterly.

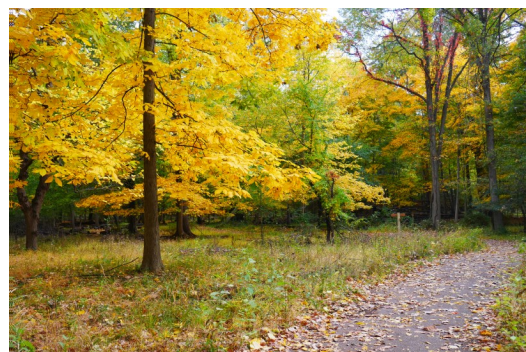


Photo credit Mara Stein

TNS school and school outreach program offerings are distributed annually to nearly 500 schools and school districts across the tri-county area. PSA's are distributed monthly to local papers to create community awareness of TNS programs, activities and volunteer opportunities which are also advertised on the organization's social media sites and website.

Additionally, the Executive Director and staff speak at local community groups throughout the tri-county area and provide programs to create awareness of sponsorship opportunities and programs offered at the nature center.

In August 2019, TNS held its eighth annual Ice Cream Social Open House Event. Over 600 people attended this community event where they were introduced to TNS, toured the exhibit hall, enjoyed ice cream sundaes and participated in family activities, crafts, a petting farm and guided trail walks.

### Program Attendance

ATTENDANCE TOTALS FOR FISCAL YEAR ENDED JUNE 30, 2020	
Group Visitations (Schools/Scouts/Senior Groups/Home School Groups)	1,404
Outreach Programs & Lectures	2,011
Structured Programs & Special Events	3,688
Birthday Parties (Educational)	598
Facility Rentals	599
Walk-In Visitations	15,540
<b>Grand Total</b>	<b>23,840</b>

### Program Evaluation

Post-program evaluations from pre-selected students participating in school programs are collected and tabulated. Educators also evaluate the program for academic effectiveness. Teacher comments provide both quantitative and qualitative information regarding the overall impact of programs along with providing direction for future programs that promote education, healthy lifestyles and good stewardship of our environment.

## Funding

Funding for the organization's programs and activities comes from individuals, foundations, local government, corporations, membership fees, program fees, fundraising events and facility rental fees. Contributors providing financial support at the \$500 level and above during the 2020 fiscal year include:

Automotive Authority, Inc.	Christal Lewandowski	St. Stephen's Episcopal Church
Janusz Bora	Larry and Joan Littman	Frances Stage
Dr. Karol Carter	William and Karen Ording	City of Troy
Jim and Shelly Green	Organization for Bat Conservation	Troy Community Lions Club
Coldwell Banker-Karen Greenwood	Papet-Westley & Associates, LLC	Troy Garden Club
Consumers Energy Foundation	Larry & Nancy Piotrowski	The Bill Watkins Family
Phillip & Elizabeth Filmer Trust	Plants For Ecology, LLC	Village Club Foundation
ITC Holdings, Inc.	Christopher Roberts	John and Nancy Youngerman
Roger Kowalski	Sedona Tap House	

In addition, we have a well established annual Wine and Beer Tasting fundraiser along with a 5K Run/Walk For Nature event initiated in 2018. Currently there are approximately 232 TNS Members proving financial support our programs and activities.

## Financials

In 2011, the society began operating the nature center under a two-year agreement with the City of Troy. The agreement called for approximately \$35,000 annually in city support of services, building maintenance and supplies for the nature center. In June 2017, the City of Troy renewed its operating agreement with the Society through the fiscal year 2027. In addition to the City of Troy services support of the nature center shown below, a \$150,000 financial investment was made to TNS in the 2020 fiscal year. With the support of our friends, in 2018 the Society established an Endowment Fund through the Troy Community Foundation (TCF). As of June 30, 2020 the TNS Endowment Fund is valued at \$18,776.

Revenue & Expenses	FYE 6/30/2019	FYE 6/30/2020
Donations & Grants	\$ 85,298	\$ 48,328
Fundraising Events	31,046	22,640
Membership Dues	9,245	9,333
Program Fees	66,311	37,288
City Investment*	<u>100,000</u>	<u>150,000</u>
<b>Total Revenue</b>	<b>\$ 291,900</b>	<b>\$ 267,589</b>
Wages & Payroll Taxes	193,627	206,343
Contract Services	550	490
Program Expenses	43,019	31,053
Administrative Expenses	<u>32,628</u>	<u>32,665</u>
<b>Total Expenses</b>	<b>\$ 269,824</b>	<b>\$ 270,551</b>

\*Figures do not include \$46,000/annually for other city services and supplies provided in support of maintaining the nature center.



## FREQUENTLY ASKED QUESTIONS

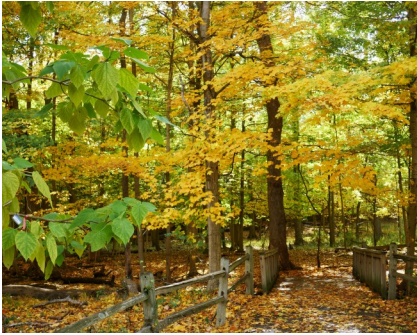


Photo credit Mara Stein

***How is the Society funded?*** TNS operates on contributions it receives from membership fees, foundation gifts, program fees, local government funding, corporations, individuals, community organizations, fundraising events and facility rentals.

***What kinds of programs does TNS offer at the nature center?*** High quality nature and science programs are offered year-round to the public, local schools along with programs for Scouts and other organization groups. All programs are offered for a minimal fee.

***How is the organization staffed?*** Currently, the organization employs an Executive Director who oversees operations and fundraising activities; a Lead Naturalist and Assistant Naturalist oversee all educational programming and six on-call program instructors assist with programs as they are scheduled. A Program Support Assistant provides support service for all programs and manages the recruiting, training and scheduling of volunteers. Additional part-time staff include an Accountant and Marketing Specialist.

***What types of volunteer help do you need?*** Individuals offer support in areas such as educational program assistance, various support committees, trail maintenance, trail clean-up projects, our annual maple syrup event, fundraising, blue bird monitoring, photography club, front desk help and administrative support.

***Is there a fee to visit the center?*** There is no fee to walk the trails or visit the nature center building with its exhibit hall which includes a mastodon dig, children's play area, research library, live amphibian and reptile display and observation bee hive. Donations are accepted and greatly appreciated.

***What are the hours of operation?*** Trails are open to the public daily year-round from dawn to dusk. The nature center's exhibit hall is open Tuesday through Friday from 9:00 am to 3:00 pm and Saturday 10:00 am to 4:00 pm and is also open when special programs or classes are offered. (Holidays excluded). The nature center's owls will be available for public viewing in their new permanent enclosure by the spring of 2021.



*The Stage Nature Center  
is managed by the  
Troy Nature Society (TNS),  
a non-profit organization*

Troy Nature Society  
P.O. Box 99302  
Troy MI, 48099  
PH: (248) 688-9703  
Fax: (248) 879-9241  
[www.stagenaturecenter.org](http://www.stagenaturecenter.org)



Photo credit Jessica Jenkins

**TROY NATURE SOCIETY**  
**FINANCIAL STATEMENTS**  
**Year Ended June 30, 2020**

# **TROY NATURE SOCIETY**

## **CONTENTS**

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Financial Statements	
Statement of Financial Position	A
Statement of Activities and Changes in Net Assets	B
Statement of Functional Expenses	C
Statement of Cash Flows	D
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## INDEPENDENT AUDITORS' REPORT

The Board of Directors  
Troy Nature Society  
Troy, Michigan

We have audited the accompanying financial statements of Troy Nature Center (a Michigan nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Troy Nature Center as of June 30, 2020 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, reading "Jolita & Sazgare P.C." in a cursive script.

Macomb, Michigan  
December 9, 2020



# **TROY NATURE SOCIETY**

## **STATEMENT OF FINANCIAL POSITION**

June 30, 2020

### **ASSETS**

**Current Assets:**

Cash	\$ 145,607
Accounts Receivable	<u>-</u>

Total Current Assets \$ 145,607

**Property and Equipment:**

Office Equipment	4,178
Outdoor Equipment	<u>824</u>

Total Property and Equipment	5,002
Less Accumulated Depreciation	<u>(4,907)</u>

Net Property and Equipment 95

**Other Assets:**

Beneficial Interest in Assets Held at Community Foundation	<u>10,230</u>
--	---------------

Total Other Assets 10,230

Total Assets \$ 155,932

## LIABILITIES

## Current Liabilities:

Accounts Payable	\$ 2,947
Accrued Payroll and Payroll Taxes	9,220
Deferred Revenue	<u>1,423</u>

Total Current Liabilities	\$ 13,590
---------------------------	-----------

## Long-Term Liabilities:

Paychex Protection Plan Loan	<u>39,100</u>
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Total Liabilities	52,690
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## NET ASSETS

## Net Assets:

Without Donor Restrictions	13,046
With Donor Restrictions	<u>90,196</u>

Total Net Assets	<u>103,242</u>
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Total Liabilities and Net Assets	<u>\$ 155,932</u>
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See Independent Auditors' Report and Accompanying Notes.

**TROY NATURE SOCIETY****STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

For the Year Ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenue:			
Program Fees	\$ 37,288	\$ -	\$ 37,288
Donations	13,810	34,518	48,328
Local Government Support	150,000	-	150,000
Fundraising Events	22,640	-	22,640
Member Dues	9,333	-	9,333
Net Assets Released From Restrictions	7,349	(7,349)	-
Total Support and Revenue	240,420	27,169	267,589
Expenses:			
Program Services	199,973	-	199,973
Management and General	52,633	-	52,633
Fundraising	17,945	-	17,945
Total Expenses	270,551	-	270,551
Increase/(Decrease) in Net Asset Before Other Income/(Expenses)	(30,131)	27,169	(2,962)
Other Income/(Expense):			
Interest Income	25	-	25
Total Other Income/(Expense)	25	-	25
Increase/(Decrease) in Net Assets	(30,106)	27,169	(2,937)
Net Assets - Beginning of Year	43,152	63,027	106,179
Net Assets - End of Year	\$ 13,046	\$ 90,196	\$ 103,242

See Independent Auditors' Report and Accompanying Notes.

**TROY NATURE SOCIETY****STATEMENT OF FUNCTIONAL EXPENSES**

For the Year Ended June 30, 2020

		Supporting Services		
	Program Services	Management and General	Fundraising	Total
Direct Expenses:				
Wages	\$ 21,502	\$ -	\$ -	\$ 21,502
Payroll Taxes	1,822	-	-	1,822
Bank Service Charges	586	-	-	586
Contract Services	490	-	-	490
Promotion	2,195	-	-	2,195
Program Supplies	3,913	-	-	3,913
Advertising	885	-	-	885
Transportation	894	-	-	894
Volunteer and Member Events	-	-	1,183	1,183
Fundraising Event Expenses	-	-	3,348	3,348
Total Direct Expenses	32,287	-	4,531	36,818
Indirect and General Expenses:				
General Wages	135,182	25,229	9,864	170,275
General Payroll Taxes	9,924	2,030	790	12,744
Computer	-	5,847	2,760	8,607
Office and Postage	-	3,293	-	3,293
Professional Fees	-	6,700	-	6,700
Insurance	-	3,174	-	3,174
General Promotion	273	-	-	273
General Program Supplies	17,251	-	-	17,251
Telephone and Internet	-	2,565	-	2,565
Donation	-	-	-	-
Depreciation	75	636	-	711
Owl Care and Feeding	4,981	-	-	4,981
Miscellaneous	-	3,159	-	3,159
Total Indirect and General Expenses	167,686	52,633	13,414	233,733
Total Functional Expenses	\$ 199,973	\$ 52,633	\$ 17,945	\$ 270,551

See Independent Auditors' Report and Accompanying Notes.

**TROY NATURE SOCIETY****STATEMENT OF CASH FLOWS**

For the Year Ended June 30, 2020

## Cash Flows from Operating Activities

Change in Net Assets	\$ (2,937)
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Adjustments to Reconcile Change in Net Assets to Net Cash Provided  
by (Used In) Operating Activities:

Depreciation Expense	711
----------------------	-----

## (Increase) decrease in operating assets:

Accounts Receivable	1,662
---------------------	-------

## Increase (decrease) in operating liabilities:

Accounts Payable	2,748
------------------	-------

Accrued Payroll and Taxes	1,377
---------------------------	-------

Deferred Revenue	<u>(8,596)</u>
------------------	----------------

Net Cash Provided By (Used In) Operating Activities	<u>(5,035)</u>
---	----------------

## Cash Flows from Financing Activities:

Proceeds From Paychex Protection Plan Loan	<u>39,100</u>
--	---------------

Net Cash Provided By (Used In) Financing Activities	<u>39,100</u>
---	---------------

Net Increase (Decrease) in Cash	34,065
---------------------------------	--------

Cash - Beginning of Year	<u>111,542</u>
--------------------------	----------------

Cash - End of Year	<u><u>\$ 145,607</u></u>
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See Independent Auditors' Report and Accompanying Notes.

## **TROY NATURE SOCIETY**

### **NOTES TO THE FINANCIAL STATEMENTS**

June 30, 2020

#### **Note 1 – Summary of Significant Accounting Policies**

##### Nature of Operations

Troy Nature Society (the Organization) is a non-profit corporation located in Troy, Michigan, that promotes the knowledge and appreciation of nature areas and wildlife among its citizens and school children. The Organization was formed to assume operational control of the Lloyd A. Stage Nature Center and surrounding reserve, which is owned by the City of Troy. The Organization develops and offers nature related public educational and school/group programs to children and families, school fieldtrip groups, scout troops, and senior citizen centers. The Organization also operates the Center, opening the building to the public on selected days and maintaining reserve trails. A nominal fee is charged for most of the educational and school/group programs. Other sources of income include local government support, donations, and fundraising events.

The City of Troy has entered into a contract with the Troy Nature Society that allows the Organization non-exclusive use of the Lloyd A. Stage Nature Center (See Note 5 – Contracts). The City of Troy still maintains oversight of the facility, including building maintenance, security, utilities, and custodial services.

##### Basis of Accounting

The Organization uses the accrual basis of accounting for reporting purposes. Accordingly, revenues are recognized when earned and expenses are recognized when incurred.

##### Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

##### Fair Value

The Organization's financial instruments consist principally of cash, accounts receivable, accounts payable, and long-term debt. The fair value of a financial instrument is the amount that would be received in an asset sale or paid to satisfy a liability. The Organization believes that the recorded values of their financial instruments approximate current fair values because of their market value, nature and relatively short maturity dates or durations.

See Independent Auditors' Report.

**TROY NATURE SOCIETY****NOTES TO THE FINANCIAL STATEMENTS**

June 30, 2020

**Note 1 – Summary of Significant Accounting Policies (Continued)**Financial Statement Presentation

In August 2016, the FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958): Presentation of Financial Statement of Not-For-Profit Entities. The revised guidance is intended to improve the financial reporting model for nonprofit organizations to provide better information to donors, creditors, and other users of financial information of nonprofit organizations. To achieve this goal, the ASU focuses on improving the current net asset classification requirements and information presented in financial statements and notes that are used to assess an organization's liquidity financial performance and cash flows. Effective July 1, 2018, the Organization adopted ASU 2016-14.

The Organization follows the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the two classes of net assets: net assets with donor restrictions and net assets without donor restrictions. The Organization has no net assets with donor restrictions

Cash and Cash Equivalents

The Organization maintains its cash investments with high credit quality financial institutions. The Organization maintains its cash balances in regular checking accounts.

Accounts Receivable – Program Fees

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Organization uses the allowance method to determine uncollectible accounts receivable. The allowance is based on experience and management's assessment of specific balances. At June 30, 2020 there was no allowance for doubtful accounts.

Prepaid Expenses

The Board of Directors has determined the Organization will no longer account for prepaid expenses as they are generally small dollar amounts. These prepaids will now be expensed as paid.

Pledges Receivable

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Conditional promises to give are not included as revenue until such time as the conditions have been substantially met. The Organization uses the allowance method to determine uncollectible pledges receivable. The allowance is based on past experience and management's analysis of specific promises made.

See Independent Auditors' Report.



**TROY NATURE SOCIETY****NOTES TO THE FINANCIAL STATEMENTS**

June 30, 2020

**Note 1 – Summary of Significant Accounting Policies (continued)**Inventory

As of June 30, 2020, the Nature Center Gift Shop was not open and had no inventory.

Property and Equipment

Property and equipment are stated at cost. The Organization capitalizes all expenditures for property and equipment in excess of \$350 and a useful life greater than one year. Accordingly, expenditures of this nature are expensed when purchased. Depreciation is provided over the estimated useful lives of the respective assets on a straight-line basis. Donations of property and equipment are recorded at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent of donor stipulations regarding how long these donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Contributed Services

Donated services that require specialized skills and which the Organization would have paid for if not donated, are recorded as contributions at their fair value at the time the services are rendered. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization, the value of which is not reflected in the financial statements as these services do not require specialized skills and are not readily valued.

In Kind Contributions

In-kind contributions of property and services are valued at the fair value of the contribution provided. For the year ended June 30, 2020 in kind contributions totaled \$198.

Functional Expenses

The costs of providing program and supporting services have been reported on a functional basis in the statement of functional expenses. Direct and indirect costs have been allocated between programs and general and administrative based on estimates from management. Although the methods of allocation used are considered appropriate, other methods could be used that would produce different amounts.



**TROY NATURE SOCIETY****NOTES TO THE FINANCIAL STATEMENTS**

June 30, 2020

**Note 1 – Summary of Significant Accounting Policies (continued)**Payroll Taxes

The Organization has elected to be a reimbursing employer for the purpose of state unemployment taxes and, in lieu of quarterly tax contributions, will be required to reimburse the state for any unemployment claims made. The Organization has obtained a surety bond as guarantee of payment under this program. Management believes that any potential liability for claims would be limited and has not recorded any unemployment claim liability as of June 30, 2020.

Advertising Expenses

Advertising cost are expensed at the time they are incurred. Advertising expense for the year ended June 30, 2020 was \$885.

Compensated Absences

The Organization does not accrue for compensated absences because the amount of the obligation cannot be reasonably estimated.

Tax Status

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been reflected in the Organization's financial statements. The Organization's tax returns are generally subject to examination by the Internal Revenue Service for a period of three years from the date they are to be filed.

**Note 2 – Permanently Restricted Net Assets And Other Endowments**

Permanently restricted net assets consisted of the following amounts at June 30, 2020:

Interest in perpetual endowment \$10,230.

The Organization transferred funds that represented certain permanently restricted net assets to North Woodward Community Foundation under a reciprocal transfer endowment agreement. As a practical expedient, the balance of permanently restricted net assets associated with these funds is adjusted to equal the carrying value of the endowed funds held by the North Woodward Community Foundation.

See Independent Auditors' Report.

# TROY NATURE SOCIETY

## NOTES TO THE FINANCIAL STATEMENTS

June 30, 2020

### Note 2 – Net Assets With Donor Restrictions And Other Endowments (Continued)

As part of the Organization's arrangement with the North Woodward Community Foundation, the North Woodward Community Foundation had provided matching funds for the benefit of the Organization. These assets are not reported on the statement of financial position since the North Woodward Community Foundation maintains variance power with respect to the assets provided by them for the benefit of the Organization. Total value of these assets as of June 30, 2020, totaled \$8,547.

### Note 3 – Concentrations of Credit Risk

The Organization derives virtually all its revenue from corporate and individual donations, fundraising events, and one local government. For the year ended June 30, 2020, 56% of the Organization's revenue was from one local government.

### Note 4 – Liquidity and Availability of Financial Assets

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligation come due.

The Organization's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

Cash	\$145,607
Accounts Receivable	<u>-</u>
Total	<u>\$145,607</u>

### Note 5 – Contracts

In June 2017, the City of Troy approved an operational agreement with the Organization to operate the Lloyd A. Stage Nature Center, located in Troy, Michigan, effective July 1, 2017, which allowed the Organization non-exclusive use of the property. The agreement expires on June 30, 2027.

In conjunction with this agreement, the City of Troy provided an appropriation for organizational operations of \$150,000 for the June 30, 2020 fiscal year with consideration for annual appropriations each year thereafter as part of the City of Troy's annual budget process.

See Independent Auditors' Report.

**TROY NATURE SOCIETY****NOTES TO THE FINANCIAL STATEMENTS**  
June 30, 2020**Note 6 – Paycheck Protection Program Loan**

The Organization received a loan from PNC Bank in the amount of \$39,100 under the Paycheck Protection Program established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The loan is subject to a note dated May 7, 2020 and may be forgiven to the extent proceeds of the loan are used for eligible expenditures such as payroll and other expenses described in the CARES Act. No determination has been made as to whether the Company will be eligible for forgiveness, in whole or in part. The loan bears interest at a rate of 1% and is payable in monthly installments of principal and interest over 24 months beginning 6 months from the date of the note.

**Note 7 – Subsequent Events**

Subsequent to year end, in September 2020, the annual appropriations payment of \$100,000 was received from the City of Troy for the fiscal year ending June 30, 2021.

The current coronavirus pandemic has had an economic impact on the United States and the international community. While the Organization has not experienced a material adverse impact as of the date to these financial statements, the future impact, if any, cannot be determined.

The Organization has evaluated subsequent events through December 9, 2020, the date which the financial statements were available to be issued.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

O-02d

## CITY COUNCIL REPORT

Date: February 17, 2021

To: Mark F. Miller, City Manager

From: Kurt Bovensiepe, Public Works Director

Subject: City of Troy's Snow and Ice Control Procedure- Service Level Report

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The City of Troy's Snow and Ice Control Procedure document was last presented to City Council as a report on January 9, 2012 (Item N-06). Since the procedure is not a policy it did not require City Council action. The procedure details the goals and objectives for mitigating snow and ice hazards by assigning priorities to designated roads, thresholds to deploy staff, and the roles and responsibilities of specific Department of Public Works positions. The procedure provides guidance to ensure the Department of Public Works provides a consistent and predictable level of service. Because the service level is predictable, it allows to more accurately budget for snow and ice removal operations. Recent snow events have engaged the Department of Public Works to determine if it is feasible to increase the level of service when plowing local or subdivision roads.

Currently, consideration to plow local roads begins when accumulations exceed 4 inches. There are over 269 miles of local roads in the City of Troy. In efforts to meet the goals in the procedure, the city solicits pricing from contractors to assist in the operation. Often, pricing is established through one or two companies and City Council grants the authority to use other contractors at the established rates. Since these are mostly underground and pavement contractors the equipment used is generally front loaders, road graders, and pick-up trucks. These pieces of equipment remove snow less efficiently than a traditional large angled plow truck. The most recent event we were able to secure four (4) contractors, one of which was a land clearing contractor. On average, we are able to secure three (3) contractors for each event and ask about six (6) contractors. Contractor participation is dependent on the availability of its equipment and staff. Most contractors of these types lay-off its staff in the winter months and take the opportunity to thoroughly maintain the large equipment while it is not being used. Using additional contractors to increase the level of service for snow and ice removal operations is not feasible for the reasons stated above.

During snow and ice removal operations the Streets and Drains Division uses all available personnel from all divisions in the Department of Public Works. This includes staff from the Water and Sewer Division, Grounds Division, and Fleet Division. Equipment used includes large angle plowed trucks with wing plows to pick-up trucks with plows. The Department of Public Works has balanced the necessary pieces of equipment to the total available personnel, which is often considered as right sizing the fleet. Increasing the service level would require additional equipment and additional personnel. Considering three to four pieces of equipment and staff are deployed to a square mile while plowing local roads this would cost an additional \$700,000 in capital expenditures and \$300,000 in annual personnel expenditures. Adding this additional crew to the operation would increase efficiency by approximately 10%. Meaning, an event that would normally take us 24 hours would reduce it to approximately 22.5 hours.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL REPORT**

Another option to increase the service level in local road snow removal is to adjust the priorities. Currently the City of Troy has an agreement with the Road Commission for Oakland County to maintain snow and ice control for county roads. If the city did not maintain these roads and allowed the county to maintain them we would be able to redeploy this equipment to local road snow removal. This would essentially adjust the priorities to the major roads in Troy as the Road Commission does not provide the same level of service to major roads as we have in the past.

The Department of Public Works strives to provide a high service level to constituents while being fiduciary responsible with public funds. Troy's snow and ice control procedures are comparable to surrounding communities. On average, there are three to four snow events a year that causes the city to plow local roads. Over preparing for these types of events with additional staff and equipment would decrease the available funds for road repairs.



JOE HADDAD

2-3 0-03a 2021

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~Troy 12018~~

Dear Mr. Bovensiept,

I am a resident at Sunrise of Troy Assisted Living. I am wheel-chair bound because of a stroke 6 years ago. I have been using Troy Ryde for several months. It is a wonderful and badly needed service. I learned about it from city literature. I can't tell you what a lifesaver T.R. has been for me.

I want you to know that Sarah Kremhelmer is a treasure. She has been unfailing in her job as dispatcher. She is kind, polite, and goes the extra mile to help old geezers like me! God bless her and you too for running such a helpful program.

I am a retired public school administrator. I know it isn't always easy to run this type program. Low visibility but high impact! Thank you so much!

Sincerely,

Joe Haddad





**The Circuit Court**  
**for the Sixth Judicial Circuit of Michigan**

COURTHOUSE TOWER  
1200 N TELEGRAPH RD DEPT 404  
PONTIAC MI 48341-0404

**Daniel Patrick O'Brien**  
CIRCUIT JUDGE

TELEPHONE  
248-858-7960

6 February 2021

Just a note of praise and  
thanks to all the kind and  
helpful people at the library.  
I've said it before via electronic  
mail but my computer illiteracy  
may have impeded its transmission.

In any event, I put pen to paper  
today following Ariusha's extraord-  
inary kindness and service above  
and beyond her call. She is  
a gem; and her English accent  
is delightful! Thank you everyone  
and God bless you! Sincerely, Dan O'Brien

