



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: August 30, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer

Subject: Local Critical Infrastructure Planning Grant – Amendment

History:

The Oakland County Board of Commissioners authorized the use of American Rescue Plan Act funding to pay for grants for Local Critical Infrastructure Planning. City Council previously approved the Interlocal Agreement for the Local Critical Infrastructure Planning Grant by Resolution # 2022-09-129-J-10 (September 12, 2022) and an Amended agreement by Resolution #2022-10-142-J-5 (October 3, 2022).

The reason for the amendment is because these programs are being funded with the County's SLFRF revenue loss allotment. Therefore, the amendment removes the language classifying the recipient as a subrecipient of federal funds. The most substantial impact of moving programs to the revenue loss category is that recipients are no longer "subrecipients" and will no longer be subject to subrecipient monitoring requirements. They will become a general grantee of the County and will not be subject to the compliance requirements set forth in Uniform Guidance (i.e. reporting funds on their SEFA, following procurement standards, property and equipment management, and more).

Project Information:

There has been no change to the projects that were submitted.

Financial:

There has been no change to the funding amounts associated with the agreement.

Recommendation:

Staff recommends that City Council approve the amendment to the Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review:

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
CITY OF TROY**

Amendment 1

The Parties agree to amend the **AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND the City OF TROY** ("Agreement") as follows:

1. The following sentence will be added to the end of the first paragraph on the first page of the Agreement: "Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee."
2. Paragraph 5.f. under **PUBLIC BODY AFFIRMATIONS** will be deleted.
3. Paragraph 10. **COMPLIANCE WITH LAWS** will be modified to add subparagraph f. which states, "Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable."
4. This Amendment will be effective on _____.
5. All contractual provisions of the Agreement not otherwise affected by this Amendment shall remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 1.

IN WITNESS WHEREOF, Ethan Baker, Mayor hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, to execute this Amendment on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Amendment.

EXECUTED: _____
Ethan Baker, Mayor, City of Troy

DATE: _____

WITNESSED: _____
M. Aileen Dickson, City Clerk

DATE: _____

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: _____

David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____



CITY OF TROY | CITY CLERK'S OFFICE | 500 WEST BIG BEAVER | TROY, MI 48084
PHONE: 248-524-3316 | FAX: 248-524-1770 | E-MAIL: CLERK@TROYMI.GOV

October 10, 2022

Oakland County Executive
Attn: Mr. Kenneth Dobson
2100 Pontiac Lake Road
Waterford, MI 48328

RE: Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and City of Troy

On Monday, October 3, 2022, Troy City Council approved the revised Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and the City of Troy.

Enclosed is the signed, revised Agreement containing the necessary signatures and have included a certified resolution.

Once Oakland County signs the agreements, please return one (1) fully-executed original to:

Cheryl A. Stewart, Deputy City Clerk
City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084.

If you have any questions, please not hesitate to contact me at (248) 524-3317 or by email at cheryl.stewart@troymi.gov.

Sincerely,

A handwritten signature in black ink that reads 'Cheryl A. Stewart'. The signature is written in a cursive, flowing style.

Cheryl A. Stewart
Deputy City Clerk
Troy Clerk's Office

enclosures



500 West Big Beaver
Troy, MI 48084
troymi.gov

**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, October 3, 2022, the following Resolution was passed:

J-5 Local Critical Infrastructure Planning Grant – Extension of Time Frame to Use Grant Funds

Resolution #2022-10-142-J-5

Moved by Abraham

Seconded by Hamilton

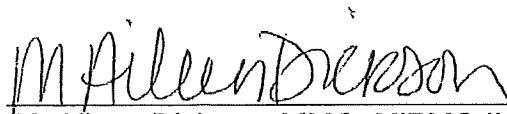
RESOLVED, That Troy City Council hereby **APPROVES** the revised Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant in the amount of \$100,000 at an estimated cost to the City of Troy of \$100,000 for the updates to the City's master sanitary sewer and storm sewer plans, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

No: None

MOTION CARRIED

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Third day of October, 2022.



M. Aileen Dickson, MMC, MiPMC II
City Clerk

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Troy**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Troy ("Public Body") 500 W Big Beaver Road, Troy, Michigan 48084. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

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 County distributing a portion of its LFRF funds to Public Body.

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:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **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.

- c. **County** means Oakland County, 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.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Troy 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.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT**. Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$100,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): QYPCKM4J5K81
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: 10-01-2022 – 12-31-2026.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for

the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115--254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.

8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of

Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement 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.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **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.

- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, 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.
- c. **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.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- e. **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.
- f. **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.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.


14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County 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 actually due and owing under this Agreement.


- b. 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.
15. **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.
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.
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. **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: (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.
- a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.
- b. If Notice is sent to Public Body, it shall be addressed to: Attention: City Engineer / Deputy City Engineer, City of Troy, 500 W Big Beaver Road, Troy, Michigan 48084.

22. **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.
23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT.**
- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
 - b. 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, Ethan Baker, Mayor hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.


EXECUTED: 
Ethan Baker, Mayor, City of Troy

DATE: 10/03/2022

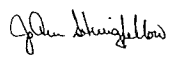
WITNESSED: 
[M. Aileen Dickson, City Clerk]

DATE: 10/03/2022

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: 
David T. Woodward (Apr 21, 2023 17:41 EDT)
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: Apr 21, 2023

WITNESSED: 
Oakland County Board of Commissioners
County of Oakland

DATE: Apr 21, 2023

Exhibit A



MAILING: PO Box 824
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Sanitary Sewer Master Plan Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Sanitary Sewer Master Plan Update
Oakland County Local Government Critical Infrastructure Grant
HRC Job No. 20220308

SANITARY SEWER MASTER PLAN UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Sanitary Sewer Master Plan. The update will include the following changes/additions to the original Master Plan developed in 1974; a timeline of the system development, summary of the previously completed infiltration/inflow studies, description of the previously completed corridor or project specific capacity analyses, list of the previously completed system improvement/relief projects, proposed future improvement projects and identification of portions of the system which warrant further analysis/study. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

The City completed a comprehensive Sanitary Sewer Master Plan in 1974 from which the City's existing sanitary sewer system was constructed. The 1974 Master Plan was developed based on existing and predicted zoning/land use as well as existing and predicted residential and non-residential populations. Various system improvements and studies have been conducted since the development of the master plan and construction of the system. These studies occurred as a way to investigate the impact of land use changes and inflow/infiltration occurrences on the capacity of the system. The City wants to update and maintain the existing Sanitary Sewer Master Plan to provide City leadership with a comprehensive document and inclusive resource to reference when operating and maintaining the system, capacity questions arise and land use changes are proposed.

Desired Outcomes:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

1) Protect Public Health.

Pipe failures, infiltration/inflow or capacity exceedances in sanitary sewers can have detrimental impacts on public health and safety. The efforts proposed as part of this master plan update will identify future infrastructure improvement projects and identify areas within the City's sanitary sewer system which are recommended for further analysis and study. This information will allow the City to proactively plan for and correct sewer infrastructure and capacity concerns prior to any major pipe failures or capacity exceedances. These projects will help protect and improve public health and safety by reducing incidents related to unexpected sewer infrastructure failure and the potential for sanitary sewer overflows and basement flooding.

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2) Preserve Natural Resources and a Healthy Environment.

Proper and efficient conveyance of wastewater is essential for quality of life. The master plan update will identify proposed future infrastructure improvement projects and identify areas within the City's sanitary sewer system which are recommended for further analysis and study. These proposed projects and defined study areas will allow the City to continue providing its customers with the quality of life they expect by ensuring proper and efficient conveyance of wastewater. This information will also be used to reduce the potential for overflows within the sewer system, providing a significant benefit to the environment.

3) Maintain Reliable, High-Quality Service.

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's master planning initiatives and goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Not only will updating and maintaining a Sanitary Sewer Master Plan provide the City leadership with a comprehensive document and inclusive resource to reference when operating and maintaining the system, capacity questions arise and land use changes are proposed but also a platform from which to be transparent with their residents and deliver information to interested customers. The recommended improvement projects and areas for further analysis and study, to be included in the master plan update, will help strengthen customer confidence in the forward-thinking, proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

Additionally, the list of recommended improvement projects will assist the City in developing a more stable rate structure that reflects the required maintenance needs within the sanitary sewer system and provides the transparency necessary for its customer base to support the cost of service.

The master plan update will include recommended recurring maintenance activities and needs for the sanitary sewer system. These standards for sanitary sewer maintenance will help the City update and maintain their procedures as a way to provide continuous improvements to the condition and conveyance capabilities of the sanitary sewer system.

4) Assure Value for Investment.

The Sanitary Sewer Master Plan Update will use a holistic approach to summarize the timeline of the sanitary sewer system development and document the previously completed infiltration/inflow studies, corridor or project specific capacity analyses and system improvement/relief projects while simultaneously assembling a proposed future improvement project list and identifying the portions of the system which warrant further analysis/study. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The master plan update will recommend proposed sanitary sewer improvement projects and areas recommended for further study which will help improve and manage the condition and conveyance capabilities of the City sanitary sewer system. Providing guidance for improvements and studies in advance will reduce the overall implementation (planning, design and construction) costs of the proposed work by providing sufficient time for this work to be coordinated with other infrastructure improvement projects. Coordination between water, sewer, storm and road projects have been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

5) Contribute to Economic Prosperity.

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents; this includes providing proper and efficient conveyance of wastewater away from buildings and out of the City. The City's intention of documenting the previously completed studies, improvement projects and capacity studies while planning for improvement projects and assessing specific areas of the existing sanitary sewer management system in the master plan update supports the fact that the City is seeking ways to fulfill this responsibility.

If residents feel that the City is doing what it can to address their needs and meet their expectations, the residents are more likely to provide support of these sanitary sewer improvements. Resident support encourages investment into the community and enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

The proposed service providers and scope of work efforts are as follows:

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) Gather Information for the System Development Chronology:
 - i) Sanitary System Development Timeline
 - ii) Previously Completed Inflow/Infiltration Studies
 - iii) Previously Completed Corridor/Project Specific Capacity Analyses/Studies
 - iv) Previously Completed System Improvement/Relief Projects
 - b) Review of the Current System Operation
 - c) Identify Proposed Future Improvements
 - d) Identify Portions of the System Recommended for Further Analysis/Study
 - i) Analyze Identified Portions (as-needed)
 - e) Summarize Existing and Future Sanitary Sewer System Capacity
 - f) Prepare System Capacity/Land Use Map
 - g) Update Existing 1974 Sanitary Sewer Master Plan
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$45,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Information Gathering: May 2022 – August 2022

Review Current System Operation: August 2022 – September 2022

Identify Future Improvements and Portions Recommended for Further Analysis: September 2022 – January 2023

Summarize System Capacities and Update Mapping: January 2023 – April 2023

Preparation of Deliverables: April 2023 – June 2023

Finalizing Deliverables: July 2023 – September 2023

Master Storm Drainage Plan Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Master Storm Drainage Plan Update
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220308

MASTER STORM DRAINAGE PLAN UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Master Storm Drainage Plan. The update will include the following changes/additions to the initial Master Storm Drainage Plan developed in 1966 and the comprehensive Master Storm Drainage Plan Update developed in 1997; revisions to the base map, updates to the drainage calculations and computerized storm system models where applicable, prioritized recommended improvements list and cost estimates for recommended improvements. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

The City completed an initial Master Storm Drainage Plan in 1966 and a comprehensive Master Storm Drainage Plan Update in 1997. The major drainage system serving the City was constructed in accordance with the 1966 master plan. The 1997 update re-evaluated the drainage districts and portions of the drainage system not installed as recommended in the 1966 master plan. The 1997 update also evaluated various drainage concerns within specific localized areas based on the Local, County and State Regulations at the time. Many of the recommended improvements from the 1997 master plan update have been implemented; however, some of the recommendations remain incomplete. A few localized drainage issues have arisen since the 1997 update and with the new Oakland County Stormwater Engineering Design Standards, the City has determined that it is prudent to complete a subsequent Master Storm Drainage Plan update and re-evaluate for potential implementation of green infrastructure and infiltration opportunities.

Desired Outcomes:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's desired outcomes in the following ways:

1) Protect Public Health.

Flooding and standing water can cause damage to private property, buildings, vehicles and infrastructure (sanitary sewer systems, water distribution systems, road base and stability, etc.). It can also result in blocked pedestrian paths, unsafe driving conditions, mosquito infestations and an increased potential for West Nile virus and inconveniences to residents when flooding or standing water encroaches onto private property from the City rights-of-way. These impacts are detrimental to the health and safety of the public.

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The efforts proposed as part of this Master Storm Drainage Plan Update will include revisions to the City's base map (which shows existing drainage patterns, limits of drainage districts and runoff coefficients), updates to the drainage calculations and computerized storm system models where applicable and an analysis of study areas indicated as having a need for storm drainage improvements. The results of this analysis will be used to assemble a prioritized recommended improvements list. These improvements will help mitigate the negative impacts and hazardous conditions which can result from flooding, surcharging and standing water. Updating the master plan will help the City prioritize capital needs in its stormwater system and protect public safety and health.

The prioritized recommended improvements list will be prioritized based on potential safety concerns resulting from the improvements not being made to the areas associated with reported drainage concerns. This prioritization will allow the City to proactively plan for and implement recommended improvements with the intent of mitigating any major safety hazards. These projects will help protect public health and address any safety concerns.

2) Preserve Natural Resources and a Healthy Environment.

Proper conveyance of stormwater is essential for quality of life. Properly functioning stormwater systems provide a significant benefit to the environment by not only protecting against flooding and standing water, but also reducing pollutant loads into the rivers, lakes and streams and mitigating stream bank erosion by managing peak flows. The master plan update will identify proposed improvement projects for the City's existing stormwater system. These proposed projects will provide the City with improved stormwater management system functionality so they can continue benefiting the environment and providing their customers with the expected quality of life.

The City acknowledges the benefits of managing stormwater using low-impact development (bioswales, rain gardens, level spreaders, retention systems, detention systems, etc.), infiltration and natural drainage (ditches and culverts) systems and practices. In order to begin implementing these types of natural drainage systems, the City must invest time and revenue into developing operation and maintenance strategies for any proposed green stormwater infrastructure to ensure they would be able to meet the current storm water regulations and standards. The update will evaluate the drainage districts based on the current Local, County and State Storm Water Regulations as the City recently adopted new storm water regulations and provide the City with a comprehensive document that provides guidance and recommendations for accomplishing this goal of implementing green stormwater infrastructure systems.

3) Maintain Reliable, High-Quality Service.

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's master planning initiatives, goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Updating and maintaining a Master Storm Drainage Plan will provide the City leadership with a comprehensive document and inclusive resource to reference when operating and maintaining the system and when drainage concerns arise. The update will also provide the City with a platform from which to be transparent with their residents and deliver information to interested customers. The recommended improvement projects, to be included in the master plan update, will help strengthen customer confidence in the forward-thinking, proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

As part of the master plan update, the City anticipates including recommended improvement projects for the areas with storm drainage concerns. These recommendations will allow the City to update their current standard operating procedures for stormwater system maintenance to ensure continuous improvement to the system's ability to provide proper and efficient stormwater conveyance.

4) **Assure Value for Investment.**

The Master Storm Drainage Plan Update will use a holistic approach to gather background and current conditions information, revise the base map, update the drainage calculations and computerized storm system models where applicable and analyze study areas identified as having storm drainage concerns while creating a prioritized recommended improvements list, assembling cost estimates for recommended improvements and updating the master storm drainage plan. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The master plan update will recommend improvements which will help improve and manage the drainage capabilities of the City's stormwater system. Providing guidance for improvements in advance will reduce the overall implementation (planning, design and construction) time and costs of the proposed work by providing sufficient time for this work to be coordinated with other infrastructure projects and/or improvement projects with a similar scope of work. Coordination between construction projects (i.e., other infrastructure or similarly scoped projects) has been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

5) **Contribute to Economic Prosperity.**

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents; this includes providing proper and efficient conveyance of stormwater to protect against flooding and maintain the integrity and quality of the bodies of water receiving the runoff within these highly urbanized areas.

Businesses seek the benefits of subsisting within highly urbanized environments, such as the City of Troy, as these environments typically provide close proximity to freeways and access to larger volumes of people (i.e. potential workforce and customers). However, highly urbanized areas have higher population densities which result in larger areas of impervious surfaces and increased levels of runoff. Business owners and residents residing in these highly urbanized environments expect the City to handle the increased runoff so that the environment remains habitable and useable. Stormwater management systems are an effective way to manage this increased runoff. This master plan update will be used as a management tool to help protect the City's stormwater management infrastructure system and provide businesses and residents with their expected level of service.

The City's intention of assessing the existing stormwater system and planning for improvement projects via a Master Storm Drainage Plan Update supports the fact that the City is seeking ways to fulfill their responsibilities and meet their customers' expectations. If business owners and residents feel that the City is doing what it can to address their needs and meet their expectations, they are more likely to provide support for these improvements. As such, resident support encourages investment into the community and a City's ability to properly manage stormwater in a highly urbanized environment enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Compliance with Federal and State regulations** – This updated master plan will evaluate the drainage districts based on the current Local, County and State Storm Water Regulations.
- 3) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

The proposed service providers and scope of work efforts are as follows:

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) Gather Background & Current Conditions Information
 - i) Utilize all applicable information from the original 1966 plan and 1997 update
 - ii) Current conditions will most likely consist of details of existing drainage patterns, locations of recurring drainage concerns and existing drainage facilities in the vicinity of these areas of concern
 - b) Revise Base Map & Update Drainage Calculations and Computerized Storm System Models
 - i) Base map will show the existing drainage patterns, limits of drainage districts and runoff coefficients
 - ii) Drainage calculations and computerized storm system model (where applicable) will be based on current and future land use and will be used to determine predicted flow rates during a ten (10) year storm event
 - (1) For districts modeled during the 1997 update, the existing model will be revised to reflect the current conditions
 - c) Analyze Study Areas with Reported Storm Drainage Concerns
 - d) Create Prioritized Recommended Improvements List
 - i) The analysis of study areas with reported storm drainage concerns will be used to identify recommended improvements
 - ii) Recommended improvements will be displayed on the base map and prioritized based on potential safety concerns resulting from the associated drainage concerns
 - e) Assemble Cost Estimates for Recommended Improvements
 - f) Update Master Storm Drainage Plan
 - i) Summarize the conclusions, list the prioritized recommended improvements, display the base map and include the cost estimates
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$90,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Gather Background & Current Conditions Information: May 2022 – July 2022

Revise Base Map & Computer Model: July 2022 – September 2022

Analyze Study Areas with Reported Storm Drainage Concerns: September 2022 – November 2022

Create Prioritized Recommended Improvements List: November 2022 – January 2023

Assemble Cost Estimates: January 2023 – March 2023

Preparation of Deliverables: March 2023 – July 2023

Finalizing Deliverables: July 2023 – September 2023

Detention Basin Inventory Update Memorandum

To: Mr. William Huotari, P.E., City Engineer
From: Bradley Shepler, P.E., Senior Associate
Date: March 31, 2022
Subject: Project Summary for City of Troy Detention Basin Inventory Update
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220308

DETENTION BASIN INVENTORY UPDATE

The following is a summary of the proposed City of Troy planning efforts specifically related to updating the City's existing Detention Basin Inventory. The update will include the following changes/additions to the original Inventory developed in 2007; an inventory of the new and existing City-owned detention basins, revised database used to document the detention basin conditions and features observed during field assessments, condition and functionality ratings for each basin and an itemized list of recommended maintenance repairs/rehabilitation and potential detention basin improvements to ensure the detention basins are meeting current Oakland County standards for detention basin design and capacity. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

With increasingly frequent and severe weather events, it is imperative that the City continue maintaining and improving their existing City-owned detention basin infrastructure while discovering innovative ways to properly size undersized basins. Improper collecting and detaining of stormwater as a result of undersized and/or under-maintained basins can cause damage and hazardous environments from flooding, high pollutant levels in rivers, lakes and streams and stream back erosion. The City would like to update their existing Detention Basin Inventory to continue documenting the City-owned detention basins and recommending maintenance strategies and retrofit opportunities to improve the condition of their basins and properly size undersized basins per the Oakland County detention basin requirements for design and capacity.

Desired Outcomes:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's desired outcomes in the following ways:

1) Protect Public Health:

Detention basins are designed to collect, detain and regulate the release of stormwater to protect against flooding within highly urbanized areas (sub-divisions, industrial areas, commercial developments, etc.). Flooding, as a result of undersized or under-maintained detention basins, can cause damage to private property, buildings, vehicles and infrastructure (sanitary sewer systems, water distribution systems, road base and stability, etc.). It can also result in blocked pedestrian paths, unsafe driving conditions, mosquito infestations and an increased potential for West Nile virus and inconveniences to residents when water encroaches onto private property from the City-owned detention basins. The Detention Basin Inventory Update will include specific recommended maintenance repairs/rehabilitation

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and potential retrofit opportunities for the new and existing City-owned detention basins. These projects will improve the condition, functionality and capacity of these basins to help mitigate any negative impacts and hazardous conditions resulting from flooding in order to protect public safety and health.

2) Preserve Natural Resources and a Healthy Environment:

Proper temporary storage and detention of stormwater is essential for quality of life. Properly functioning detention basins provide a significant benefit to the environment by not only protecting against flooding, but also by reducing pollutant loads into rivers, lakes and streams and mitigating stream bank erosion by managing peak flows. This inventory update will identify recommended maintenance repairs/rehabilitation and potential retrofit opportunities for the new and existing City-owned detention basins in order to ensure these basins are properly maintained and sized. These proposed maintenance projects and capacity improvements will provide the City with improved detention basin functionality so they can continue benefiting the environment and providing their customers with the expected quality of life.

The City acknowledges the benefits of using detention basins for stormwater management within the City and would like to continue doing so in the future. In order to continue using detention basins for stormwater management, the City must invest time and revenue into maintaining and retrofitting the detention basins to ensure they are meeting the current Oakland County Stormwater Engineering Design Standards. Part of the inventorying and assessment work, the City will evaluate the existing basins for potential green stormwater infrastructure improvements and how they can be incorporated into the existing basins.

The inventory update will also serve as a valuable document for meeting the requirements established by the City of Troy's Storm Water Pollution Prevention Initiative and Phase II Storm Water General Permit from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

3) Maintain Reliable, High-Quality Service:

The City relies on its customers' support of, trust in and investment in the community to ensure fiscal sustainability. Customers with knowledge of the City's planning initiatives, goals and objectives that are used to make decisions on how their tax dollars and service fees are spent, are more likely to support the operation, maintenance and improvement of the City infrastructure systems. Updating and maintaining a Detention Basin Inventory will provide City leadership with a comprehensive document and inclusive resource to reference when maintaining and improving the City-owned detention basins and when capacity questions or flooding issues arise. The update will also provide the City with a platform from which to be transparent with their residents and deliver information to interested customers. The recommended maintenance repairs/rehabilitation and improvement opportunities, to be included in the inventory update, will help strengthen customer confidence in the proactive and environmentally friendly nature of their leadership; thereby, improving long-term fiscal sustainability of the City.

As part of the inventory update, the City anticipates identifying recurring maintenance activities and processes for the City-owned detention basins. This will allow the City to review and update their current standard operating procedures for basin maintenance to ensure continuous improvement to the condition and capacity of the detention basins.

4) Assure Value for Investment:

The inventory update will use a holistic approach to inventory the new and existing City-owned detention basins, revise the database used to document the detention basin conditions and features observed during field assessments and assign condition and functionality ratings for each basin while simultaneously itemizing a list of recommended maintenance repairs/rehabilitations and potential detention basin improvements to ensure the detention basins are meeting functionality and performance expectations. This approach will allow the City to make strategic and optimal decisions which will ensure a greater value for investments.

The inventory update will recommend proposed maintenance repairs/rehabilitation work and potential detention basin improvements which will help improve and manage the conditions and capacities of the City-owned detention basins. Providing guidance for maintenance and improvements in advance will reduce the overall implementation (planning, design and construction) costs of the proposed work by providing sufficient time for this work to be coordinated with other improvement projects with a similar scope of work. Coordination between similarly scoped construction projects has been shown to reduce infrastructure costs and the overall impact of construction disruption on the residents and community.

Exploring the potential for and implementing retrofit opportunities is a way to optimize existing infrastructure by increasing the capacity of any undersized detention basins so that they are properly sized per the current Oakland County standards for detention basin design and capacity. The City will receive the most value from limited resources by retrofitting existing basins instead of abandoning undersized basins and constructing new properly sized basins.

5) **Contribute to Economic Prosperity:**

It is the City's responsibility to build and maintain infrastructure systems which meet the needs and expectations of their residents, this includes providing properly sized detention basins to collect and detain stormwater to protect against flooding and maintain the integrity and quality of the bodies of water receiving the runoff within these highly urbanized areas.

Businesses seek the benefits of subsisting within highly urbanized environments, such as the City of Troy, as these environments typically provide close proximity to freeways and access to larger volumes of people (i.e. potential workforce and customers). However, highly urbanized areas have higher population densities which result in larger areas of impervious surfaces and increased levels of runoff. Business owners and residents residing in these highly urbanized environments expect the City to handle the increased runoff so that the environment remains habitable and useable. Detention basins are an effective way to manage this increased runoff. This inventory update will be used as a management tool to help protect this portion of the City's stormwater management infrastructure system and provide businesses and residents with their expected level of service.

The City's intention of assessing the existing detention basins and planning for improvement projects via a Detention Basin Inventory Update supports the fact that the City is seeking ways to fulfill their responsibilities and meet their customers' expectations. If business owners and residents feel that the City is doing what it can to address their needs and meet their expectations, they are more likely to provide support for these maintenance and improvement projects. As such, resident support encourages investment into the community and a City's ability to properly manage stormwater in a highly urbanized environment enhances property values and economic prosperity.

Critical Infrastructure Planning Grant Priorities:

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities in the following ways:

- 1) **Serious risk to public health** – The project has a substantial impact on public health as described in the Desired Outcomes section.
- 2) **Compliance with Federal and State regulations** – This updated inventory will meet the requirements of the City of Troy's Storm Water Pollution Prevention Initiative and the Phase II Storm Water General Permit from EGLE.
- 3) **Assistance for systems experiencing the greatest affordability needs**—Like all stormwater management systems, asset management-based planning is important for making sure that customers are getting the appropriate level of service at the lowest costs.

Methods and Strategies:

The proposed service providers and scope of work efforts are as follows:

- 1) Professional services will be performed by the City and their contracted consulting engineers. Professional services include:
 - a) **Inventory Update** - inventorying the new and existing City-owned detention basins
 - b) **GIS/GPS Database** - revising the GIS/GPS Database to include fields for all the information to be collected during the Field Identification and Assessment work
 - c) **Field Identification and Assessment** – assessing and documenting the condition of the detention basins
 - i) Information to be collected during the field identification and assessment includes storage volume & depth, surface area, shape, class of vegetation & vegetative indicators, inlet & outlet structures, restrictors, fencing, side slope and erosion potential.
 - d) **Analysis/Summary of Collected Data** – using the collected data to rate the condition, functionality and approximate capacity of each basin, creating an itemized list of recommended maintenance repairs/rehabilitation and examining opportunities for potential detention basin improvements (based on the City's current Storm Water Standards)
 - e) **Preparation of Recommendations** – preparing recommendations which discuss basin maintenance and potential improvement opportunities
 - f) **Preparation of Final Report** – summarizing the collected data, recommended maintenance items, associated costs for maintenance items and potential basin improvement opportunities for the new and existing City-owned detention basins in the Detention Basin Inventory Update
- 2) Any services which cannot be performed by either the City or their contracted consulting engineers will be performed by a contractor/consultant who has gone through a competitive bid process.

Budget & Project Estimates:

The City intends to perform the work outlined above and is projecting a cost of \$65,000 to complete the Work.

Schedule:

All proposed work shall be completed on or before September 30, 2023. The following is a basic preliminary schedule for the proposed work:

Inventory Update: May 2022 – July 2022
GIS/GPS Database Update: May 2022 – June 2022
Field Identification and Assessment: July 2022 – November 2023
Analyze/Summarize Collected Data: November 2023 – April 2023
Prepare Recommendations: April 2023 – June 2023
Preparation of Deliverables: June 2023 – August 2023
Finalizing Deliverables: August 2023 – September 2023



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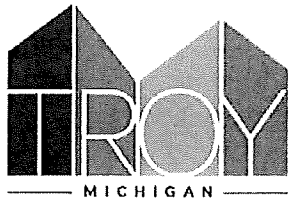
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Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760	Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330	Grand Rapids 81925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286	Howell 105 W. Grand River Howell, MI 48843 517-552-9199	Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295	Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005	Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488
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Exhibit B

Grant Award	Local Match
\$100,000.00	\$100,000.00

Grant Award will equal the local match up the amount listed above, any amounts above the sum of the amounts listed above will be through local funds.



500 West Big Beaver
Troy, MI 48084
troymt.gov

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CITY COUNCIL AGENDA ITEM

Date: September 15, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
William J. Huotari, City Engineer

Subject: Local Critical Infrastructure Planning Grant – Extension of Time Frame to use Grant Funds

History:

The Oakland County Board of Commissioners authorized the use of American Rescue Plan Act funding to pay for grants for Local Critical Infrastructure Planning.

City Council previously approved the Interlocal Agreement for the Local Critical Infrastructure Planning Grant by Resolution # 2022-09-129-J-10 (September 12, 2022). Oakland County has extended the time frame to use the grant funds from December 31, 2023 to December 31, 2026.

Project Information:

There has been no change to the projects that were submitted. The full scope is included as Exhibit "A" of the Interlocal Agreement.

Financial:

There has been no change to the funding amounts associated with the agreement, the time frame to use the grant funds has been revised from December 31, 2023 to December 31, 2026.

Funds are included in the Engineering operating (Account No. 101.442.442.7816.030).

Recommendation:

Staff recommends that City Council approve the revised Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant in the amount of \$100,000 at an estimated cost to the City of Troy of \$100,000 for the updates to the City's master sanitary sewer and storm sewer plans. Funds are included in the Engineering operating (Account No. 101.442.442.7816.030). Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review:

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



OAKLAND COUNTY EXECUTIVE DAVID COULTER

City of Troy
500 W Big Beaver Road
Troy, Michigan 48084

Dear Mr. Finlay,

The Oakland County Board of Commissioners has authorized the use of American Rescue Plan Act funding to pay for grants for Local Government Critical Infrastructure Planning.

I am very pleased to inform you that the City of Troy has been selected for a grant award.

The purpose of this funding is to provide matching grants to local governments for project planning, engineering, analysis, and other related professional services in support of critical infrastructure projects.

Project Requirements include:

- A local government one-to-one match for this grant.
- Grantees must submit quarterly reporting on the grant fund.
- Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- Funds received from this grant must be used by Dec. 31, 2026.

I have attached an Interlocal Agreement that needs to be completed, signed, and returned to the address listed in the agreement. Please let me know if you have any questions. I can be reached at 248-858-0485 or at dobsonk@oakgov.com.

Regards,

Kenneth Dobson
American Rescue Plan - Director
Executive Office Building
2100 Pontiac Lake Rd
Waterford, MI 48328