

COPIES OF THE
DISBURSEMENT
LIST ARE NOW
AVAILABLE IN THE
CONTROLLER'S
OFFICE

MUNICIPAL AND COMMUNITY CREDITS MASTER AGREEMENT

Between

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

And

THE RECREATIONAL AUTHORITY OF ROSEVILLE AND EASTPOINTE

And

THE CITY OF ROSEVILLE

THIS AGREEMENT is made and entered into between the SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION, hereinafter referred to as "SMART", an entity organized under the provisions of Act 204 of the Public Acts of 1967, as amended, and the City of Roseville, hereinafter referred to as the "CONTRACTOR", and the RECREATIONAL AUTHORITY of ROSEVILLE and EASTPOINTE, hereinafter referred to as the "SUBCONTRACTOR".

WHEREAS, SMART, pursuant to the provisions of Act 204, Public Acts of 1967, as amended, has been empowered to acquire, plan, construct, operate and maintain transportation systems and facilities within its jurisdiction, and

WHEREAS, SMART, has established a Municipal Credit Program, pursuant to the provisions of Act 51 of 1951, as amended, and for which SMART's policy is stated in Appendix "B (1-3)", attached and incorporated herein; and

WHEREAS, SMART, has established a Community Credit program pursuant to action taken by the Board of Directors of SMART as stated in Appendix "C" attached and incorporated herein; and,

WHEREAS, the CONTRACTOR is desirous of participating in the Municipal Credit and Community Credit Programs, hereinafter called the "PROJECT"; and,

WHEREAS, the CONTRACTOR has joined with other municipalities in creating the SUBCONTRACTOR for purposes of subcontracting portions of their PROJECT participation;

NOW, THEREFORE, the parties agree as follows:

1. THE PROJECT

The CONTRACTOR shall undertake and complete the public transportation services of the PROJECT in accordance with the terms and conditions of this Agreement as specified in

Exhibit "A" and in conformance with the Budget as set forth in Exhibit "B", attached hereto and made a part hereof.

2. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and retains the right to exercise full control and supervision over its employees and subcontractors, their compensation and discharge; and agrees to be solely responsible for all matters relating to payment of such employees and subcontractors, including compliance with social security, withholding, and all other regulations governing such matters.

The CONTRACTOR agrees to be responsible for its own acts and dishonest or fraudulent misconduct, or intentional torts committed by its employees or subcontractors during the life of this Agreement.

3. REVIEW AND APPROVAL OF SUBCONTRACTING

The CONTRACTOR and SUBCONTRACTOR shall submit any proposal to subcontract any portion of the PROJECT to SMART for its review and approval. Any third-party responses to the proposal shall be submitted to SMART for its information. Third-party contracts to undertake any part of the work contemplated under this Agreement and any amendments thereto shall be approved by SMART prior to execution of the subcontract by the CONTRACTOR.

4. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTOR

Approval by SMART shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of this Agreement. All subcontractors employed by the CONTRACTOR must meet the insurance and/or other requirements contained in this Agreement as applicable to the work subcontracted. CONTRACTOR is responsible for, and shall take all necessary affirmative steps to ensure compliance with all terms of this AGREEMENT by any and all subcontractors. All duties and responsibilities arising under the AGREEMENT shall extend to any and all subcontractors.

5. PROJECT REPORTING

The CONTRACTOR shall report monthly and cumulatively to SMART all Scheduled and actual operating hours, actual mileage, actual ridership statistics, and actual farebox collections. CONTRACTOR shall also report weekly ridership, mileage, and maintenance data. Such reports shall be submitted on forms supplied by SMART containing the information required by Appendix "D" attached hereto and made a part hereof. The forms shall be submitted to SMART on or before the tenth (10th) day of the month immediately following the month being reported. Upon the completion of the agreement, along with the final reimbursement invoice, the CONTRACTOR shall submit to SMART a "Final Statement of Expenses and Revenues". Information to be submitted on this form is provided in Exhibit "D".

6. MAINTENANCE OF RECORDS

The CONTRACTOR and subcontractors shall keep all records of the PROJECT pertaining to hours of operation, miles covered, passengers served and revenue collected from passengers or on behalf of passengers. Such records shall be maintained for six (6) years from the date of final payment by SMART under this Agreement.

7. AUDIT OF ACCOUNT AND RECORDS

The CONTRACTOR and subcontractors shall permit SMART or its authorized representatives to audit CONTRACTOR's records pertinent to PROJECT operations at any reasonable time during the life of the Contract and any reasonable time within three (3) years after the expiration of the Contract. Such audit may extend to the records of related entities and subcontractors to the extent necessary to verify hours, costs and miles of operation, ridership statistics and revenues collected by the PROJECT.

At SMART's request, an audit of the books and records shall be performed by an independent certified public accounting firm in conformance with the requirements set forth by the State of Michigan, Bureau of Urban and Public Transportation in order to maximize funding to the region. The cost of the audit shall be borne by the Contractor.

8. COMPLIANCE WITH LAWS

The CONTRACTOR and its subcontractors shall, in the performance of this Agreement, comply with all applicable SMART policies and procedures, as well as state and federal statutes, rules, and/or regulations including, without limitation, those set forth in the Community Partnership Program Manual, which is incorporated by reference herein, a copy of which the CONTRACTOR acknowledges receipt of. SMART is required to comply with the obligations contained in its "Master Agreement" with the U.S. Department of Transportation, Federal Transit Administration, which is renewed annually. As a Subrecipient, the CONTRACTOR and its subcontractors agree to meet those obligations. The CONTRACTOR and its subcontractors shall meet the requirements of the Michigan Commercial Driver's Licensing Standards, the Federal Drug-Free Workplace Act, and any other applicable employee related legislation.

The aforementioned State and Federal requirements include stringent requirements for drug and alcohol testing of all safety-sensitive personnel, including drivers. Also included are prohibitions against using vehicles for charter service. For further explanations of these requirements, please contact the appropriate SMART Community Ombudsperson.

9. NON-DISCRIMINATION

The CONTRACTOR shall not discriminate against any employee or applicant because of race, color, sex, age, handicap, religion, marital status, national origin, place of birth, or sexual orientation. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by SMART setting forth the provisions of this non-discrimination clause. In connection with the performance of this Agreement, the CONTRACTOR shall comply with the provisions of the State of Michigan "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The CONTRACTOR further covenants that it will comply with the Civil Rights Act of 1964 (78. Stat. 252) and the Michigan Civil Rights Act of 1967 (Act No. 453, PA 1967) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

10. INSURANCE AND INDEMNIFICATION

CONTRACTOR shall provide insurance with the coverage, limits and conditions described below. Any and all insurance must be written with an insurer admitted and licensed in the State of Michigan and approved by SMART's Manager of Risk Management. Proposed insurance carriers should have a Best's rating of "A VI" or above, however, SMART reserves the right to accept or reject any proposed carrier. SMART must be provided with certificates of insurance prior to the effective date of said coverage, and must be provided a complete copy of the insurance policy(ies) within the thirty (30) days following their effective date.

Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of SMART. If the CONTRACTOR is self-insured, a certificate from the appropriate State agency must be furnished by such agency to SMART. If during the term of the contract, the insurance certificate or any required coverage expires or is otherwise modified, the CONTRACTOR is responsible for immediately providing a renewed certificate of insurance to SMART. The purchase of insurance coverage or furnishing the aforesaid certificate to SMART shall not be a satisfaction of the CONTRACTOR'S indemnification of SMART.

a. Physical Damage

CONTRACTOR shall purchase vehicle physical damage insurance, including comprehensive and collision coverage, for SMART owned vehicles for the greater of actual cash value or book value of the vehicle. SMART shall be named as Loss Payee on the policy, and be provided with a minimum of 30 days prior written notice of cancellation. CONTRACTOR shall be responsible for the payment of any deductible and SMART will not be obligated to pay for repairs to the vehicle

b. Vehicle Liability

CONTRACTOR shall purchase vehicle liability insurance for SMART owned vehicles, including \$5,000,000 per occurrence Bodily Injury/Property Damage (CSL is acceptable), and Michigan No-Fault protection. SMART shall be named as Additional Insured on the liability policy and be provided a minimum of 30 days prior written notice of cancellation

c. Workers' Compensation

CONTRACTOR shall maintain statutory Workers' Compensation and \$500,000 Employer's Liability insurance for all employees, and require such insurance for all employees of any sub-contractors.

d. General Liability

CONTRACTOR shall maintain comprehensive general liability insurance with a limit not less than \$1,000,000, including contractual liability. Said policy shall name SMART as Additional Insured.

e. Other State or Federally Funded Vehicles

CONTRACTOR shall maintain insurance on any vehicle not titled or registered to SMART, but for which State or Federal dollars are used to support the purchase of the non-SMART-owned vehicle, including vehicle liability with a limit not less than \$5,000,000 combined single limit. Said policy shall name SMART as Additional Insured.

f. Indemnification

Notwithstanding any other provision in this agreement, CONTRACTOR shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission or negligence of or chargeable to the parties, their officers, agents, employees, subcontractors, successors and/or assigns arising out of and pursuant to this agreement

11. PASSENGER FARES

The CONTRACTOR shall collect or credit passenger fares as specified in Exhibit "A".

12. SUBSIDY, PAYMENTS AND ADVANCE

SMART will charge the CONTRACTOR an administrative fee of 5% of their total Municipal Credit funds.

The SMART Board of Directors has decided that no administrative fee shall be charged for the provision of Community Credit funds.

SMART shall subsidize the net cost of the PROJECT(s) (gross cost less all revenues, contributions, grants and subsidies from sources other than SMART) using Municipal Credit and Community Credit funds up to the maximum indicated in the annual contract.

Municipal Credit and Community Credit funds will be paid when the CONTRACTOR has submitted to SMART, the required operating reports, invoices and/or the "Final Statement of Expenses and Revenues", all of which are shown or defined in Appendix "D", attached to the Agreement.

CONTRACTOR authorizes SUBCONTRACTOR to apply for, and receive such funds it may be entitled to under this AGREEMENT. CONTRACTOR further authorizes SMART to provide such funds directly to SUBCONTRACTOR upon the submission of such application.

13. TERMINATION BY LEGISLATIVE OR COURT ACTION

This Contract shall be canceled, effective immediately, upon either Legislative or Court action causing a termination in whole or in part of State and/or Federal funds to SMART.

14. TERMINATION OF CONTRACT FOR CAUSE

If either party hereto, through any cause within its control, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements or stipulations herein, the party without fault shall give the other party prompt written notice of such default. Within thirty (30) days of such notice, the non-defaulting party shall have the right to terminate this Agreement for cause. If such right of termination for cause is exercised, the non-defaulting party shall be entitled to damages sustained by such breach, including costs and attorney fees sustained in an effort to collect these damages.

15. TERMINATION OF CONTRACT-DISCONTINUATION OF SERVICE

SMART, by written notice, may terminate this Agreement in whole or in part for the convenience of SMART or when, in its discretion, the CONTRACTOR will not be able to successfully complete the Agreement, or where continuation of the Agreement would not produce results commensurate with the further expenditure of funds. SMART shall provide the CONTRACTOR with written notice of such termination at least sixty (60) days before the effective date of such termination.

16. COORDINATION REQUIREMENTS

SMART may require that Municipal Credits and Community Credits be used in coordination with SMART service. "Community Partnership Program" plans, formerly "Community Based Service Plans" are the preferred method of coordination.

17. ASSIGNMENT

This Agreement shall not be assigned by the CONTRACTOR without the prior written consent of SMART. However, this Agreement shall be binding upon the successors or assigns, of the respective parties.

18. EFFECT

This Agreement shall become binding when signed by all parties, and shall be deemed valid if signed in counterparts.

CITY OF ROSEVILLE

Date: _____ BY _____

ITS _____

RECREATIONAL AUTHORITY OF
ROSEVILLE AND EASTPOINTE

Date: _____ BY _____

ITS _____

SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION

Date: _____ BY _____

John C. Hertel, General Manager

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478. Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A branch of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not b limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an exiting contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

APPENDIX B-1

SUBURBAN MOBILITY AUTHORITY - REGIONAL TRANSPORTATION

MUNICIPAL CREDIT POLICY

1. Pursuant to State law, providing for Municipal Credits, SMART has established a municipal credit fund. That fund is subdivided into specific allocations to each city, township, and village in Wayne, Oakland and Macomb Counties on a per capita basis.
 2. Such funds shall first be used to defray part or all of LSS* net operating costs which exceed two-thirds of the total LSS net operating cost, for each LSS.
-
3. If no LSS exists serving a municipality, such funds may be used beginning one year after the date of their establishment for other purposes, by special application from a municipality, as follows:
 - (a) Interim support of municipally operated special transportation services
 - (b) Interim support of user side subsidy (taxi) programs. Reduced or free fares for senior and handicapped citizens on regular and/or SMART approved services;
 - (c) Reduced or free fares for senior and handicapped citizens on regular and/or SMART approved services;
 - (d) Purchases of subscription services from SMART;
 - (e) Purchase of charter bus service (must be open to the public)
 - (f) Other municipal transportation initiatives, especially related to ride-sharing, which may be proposed by communities and specifically approved by the SMART Board of Directors.
- Use for such other purposes shall constitute "Municipal Credit Projects".
4. Such funds may be used in Municipal Credit Projects only for operation costs, exclusive or lease or rental charges for vehicles.
 5. Municipal Credit Projects shall be approved only when the maximum feasible coordination of services is guaranteed between the proposed project and both regular SMART services and proposed or existing Municipal Credit Projects in nearby communities.
 6. An interim Municipal Credit Project is a service which will be incorporated into the regional SMART system after one year of funding. After specific evaluation during a period of interim support, Municipal Credit Projects under Section 3 (d), above, may be funded on a continuing, rather than interim basis. To the extent that such projects funded on a continuing basis utilize a municipality's credit funds, those funds will not be available for simultaneous support of LSS.

APPENDIX B-1 (Pg. 2)

7. If such funds cannot be used under either Section 2 or 3 above, within two years of their establishment, they will be applied to improvement of intra-county service in the same county as their credited community.

(*) An "LSS" or a "Local Service System" is a SMART community transit service, open to the general public in a specifically-defined geographical area, substantially smaller than a county, usually one community or a combination of local communities. An LSS is operated with SMART-owned vehicles and other capital equipment and is operated under SMART established fare policies, as an integral component of the regional public transportation system. ~~Local Service Systems carry passengers on short trips~~ which are not accommodated by the major regional lines, including feeder-distributor services to main lines, and typically including a mixture of demand-responsive and route operations.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Amendment of Municipal Credit Policy

Whereas, Section 10l of Act 51 as amended provides "municipal credit" funds to communities within the SMART service area; and

Whereas, Section 10l of Act 51 establishes eligibility requirements in order for a community to receive municipal credits; and

Whereas, Section 10l of Act 51 authorizes SMART to adopt procedures and standards for the distribution of municipal credits within its service area; and

Whereas, Section 10l of Act 51 provides that SMART shall have the final decision as to what constitutes a proper expenditure for use of municipal credits; and

Whereas, the funds received by SMART for payment of the municipal credits are received by SMART pursuant to the funding formula contained in section 10e of Act 51; and

Whereas, that funding formula grants SMART the right to receive monies from the State for municipal credits, only, as part of the formula that provides SMART a 40% reimbursement of its operating expenses; and

Whereas, the obvious purpose of this State funding formula for public transportation is to promote public transportation by requiring that other sources of revenue, primarily local funds, be used to expand the availability of public transportation; and

Whereas, the operating expenses of SMART used to establish its right to the 40% state operating subsidy used for municipal credits comes from revenue generated by the various communities from within the SMART service area; and

Whereas, the sources of the funds received by SMART that are used to create its operating expenses which establish SMART's right to receive its state operating assistance are the following: farebox, local funds, federal operating assistance; and

APPENDIX B-2 (Pg.2)

Whereas, each community within the SMART service area should be treated similarly in terms of their participation in creating SMART's right to receive the funds used for municipal credits, or in participating in activities that further the policy reflected in the State funding formula to expand the availability of public transportation; and

Whereas, each of the communities within the SMART service area should have a right to their fair share of the revenues that come to SMART in order to satisfy their requirement to provide a 60% match to receive their local funds; and

Whereas, all the communities within the SMART service area contribute to the amount of federal operating assistance received by SMART; and

Whereas, a 60% local share match is a fair and equitable requirement;

Therefore, be it resolved that each community within the SMART service area shall receive municipal credits based upon the community providing a 60% local share match. In addition to any of its own funds a community uses to provide public transportation in order to satisfy its local share match, each community shall be entitled to use the following items to the extent these items were generated from their community: farebox revenue, local funding and federal operating assistance to the extent the federal operating assistance is increased by a community's presence in the SMART service area.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on May 28, 1996.

May 28, 1996

Date

No. FY-96-84

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION:

Amendment of Municipal Credit Policy

Whereas, On May 28, 1996 the Board of Directors of SMART adopted a Resolution entitled "Amendment of Municipal Credit Policy" and

Whereas, Clarifications and modifications of that Resolution are warranted, and

~~Whereas, Section 101 of Act 51 as amended provides that any Municipal Credit not applied for or expended by any community shall be used by the Authority within the county where the community is located and;~~

Whereas, the Oakland County Public Transportation Authority (OCPTA) and the Wayne County Public Transportation Authority (WCPTA) are best able to determine where and in what manner the Municipal Credit funds, not applied for or spent by a given community, should be spent on public transportation services within their respective county, and

Whereas, Macomb County, which does not have a public transportation authority, should receive public transportation services commensurate with that which is being provided to Oakland and Wayne counties through their public transportation authority; now therefore be it

Resolved, That (1) the local share match requirement established in the Board of Directors Municipal Credit Policy as amended on May 28, 1996, shall apply only to Municipal Credit funds that are received by SMART pursuant to the match requirements of Act 51 (2) any Municipal Credit funds not received or spent by a community shall be provided to the OCPTA, or the Oakland County Commission, as directed by the Oakland County representative to the SMART Board, if the community is in Oakland County, and to the WCPTA, if the community is in Wayne County; (3) The OCPTA and the WCPTA shall determine in what manner the funds they receive shall be spent in their respective county consistent with the applicable state statutes and SMART policies for public transportation; (4) Macomb County shall receive public transportation services from SMART, with a cost equivalent to the amount of money provided pursuant to the foregoing, either to OCPTA or WCPTA whichever is

Resolution of the
SMART Board of Directors
August 21, 1996
Page two

greater; (5) the Macomb County representatives to the SMART Board of Directors shall direct the General Manager as to how those funds shall be used in Macomb County.

CERTIFICATE

~~The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on August 21, 1996.~~

August 21, 1996

Date

(

)
Board Secretary

No. FY-97-02

DATE: March 14, 1996 DISPOSITION SOUGHT: Approval
TO: SMART Board SUBMITTED BY: Dan Dirks
FROM: Service Development APPROVED BY: General Manager *RCR*
SUBJECT: Policy for Community Credits Program

SUMMARY:

Board authorization is sought to adopt a policy for the Community Credits Program (i.e., ~~expanded Municipal Credit~~). ~~This program will utilize funds received from the 1/3 mill tax collected in suburban Wayne, Oakland and Macomb counties.~~

DISCUSSION:

Community credits will allow local units of government contributing a 1/3 mill tax to SMART to expand current transportation programs that in many instances were started with Municipal Credit funds. Municipalities will receive a 100% or 200% increase of funding based on the level of SMART fixed route service operating in the community. Credits will double to local units of government that receive regular fixed route service and triple where there is no regular fixed route service. Such funds may be used but are not limited to the following:

1. To purchase capital equipment such as computers, computer software, vehicles, maintenance equipment, etc.;
2. To expand existing transportation programs currently funded with Municipal Credits or Specialized Services funds;
3. To develop a new local transportation program;
4. To use as matching funds for state and/or federally sponsored programs;
5. To purchase a higher level of SMART community transit or fixed route service, if available; and
6. Other transportation initiatives proposed by the municipality and approved by the SMART Board of Directors.

A local unit of government may select one or more programs to accommodate the various transportation characteristics of their area. To receive Community Credits, a municipality must develop a transportation coordination plan that at a minimum:

1. Identifies the expressed existing and proposed needs of the community;
2. Identifies all the transportation providers within the community or service area (including SMART);
3. Accentuates coordination and suggests how community based service, community transit and fixed route service avoid duplication of efforts; and
4. Encourages utilization of SMART services (i.e., Quo Vadis scheduling, maintenance, joint capital purchasing, training, etc.).

~~The SMART Planning and Service Development staff will be available to assist in developing plans with local communities. These plans when completed will be a basis for continued development of the community based transit system for suburban Wayne, Oakland and Macomb counties.~~

Many local communities have identified how they will efficiently use the community credits. Thus, required completion of the coordination plans may be delayed until January, 1997, to allow local units of government to comprehensively review the needs in their area.

RECOMMENDATION:

That the SMART Board of Directors authorize the General Manager to adopt a policy for the Community Credit Program. This adoption would allow the General Manger to execute agreements with local units of governments to receive Community Credit fund.

ATTACHMENT:

1. Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Adoption of A Policy for the Community Credits Program

Whereas, The SMART Board of Directors is responsible for the design and implementation of public transportation in suburban Wayne, Oakland and Macomb counties; and

Whereas, During the 1/3 mill election in 1995, the SMART Board of Directors adopted a policy that would return a portion of the taxes received communities; and

Whereas, This funding would be used to expand community based or community transit service; and

Whereas, Funding to expand community based transit service is an effective way in providing an enhanced paratransit system realizing better quality to the customers at the most efficient cost, now therefore be it

Resolved, That the SMART Board of Directors authorize the General Manager to adopt a policy for the Community Credit Program. Also to authorize the General Manager to execute agreements with local units of government for the distribution of Community Credit funds.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Authority for Regional Transportation held on March 14, 1996.

Date

Board Secretary

No: _____

APPENDIX D

STATISTICAL AND FINANCIAL REPORTS

REPORT: QUARTERLY OPERATING REPORT, MUNICIPAL CREDIT AND COMMUNITY CREDIT PROJECTS

PURPOSE: The information supplied on the Quarterly Operating Report is used by SMART to obtain a general overview of the PROJECT in terms of the volume of passengers served, amount of fares collected, miles covered and number of hours operated. This is then compared to how the PROJECT operated previously had to do in these categories. This comparison also gives an indication of whether the PROJECT is generally achieving its goal.

PROCEDURE: One copy of the completed form is submitted quarterly to the SMART Municipal Credit and Community Credit Program, 660 Woodward, Detroit, Michigan 48226 on or before the 10th day of the month following the month being reported is preferred to be a calendar month; if some other time period is being reported, specify the period and the rationale for using it.

Enter the following information on the appropriate lines of Form C-I.

- A. Quarter and year (of report period).
- B. The name of the municipality and the name of the PROJECT being reported. For example: Oak Park Senior Citizen Transportation Program."
- C. Your Account Number is _____. Please enter this on all reports.
- D. Each of the numbered lines of the report are to capture two types of information. First is the information for the report quarter. The second is cumulative figures since the beginning of the Contract.

The following information should be entered on the following lines:

1. The number of hours the service was planned to operate or scheduled to operate.
2. The number of hours the service actually operated.
3. The number of miles the service actually operated.
4. The actual amount of fares of donations collected.

APPENDIX D (Pg. 2)

5. The actual number of one-way trips or passengers serviced. This information must be broken down as follows:

Weekdays: Monday through Friday given in one figure for the quarter.

Saturday: if applicable

Disabled: all handicapped persons of any age

Other: all passengers who are not disabled and who are under the age of 65

Current Quarter

Totals: give the cumulative totals since the beginning of the contract

6. Print or type the name and title of the person preparing the report. This person then signs, dates and submits the report.

REPORT: FINAL STATEMENT OF EXPENSES AND REVENUES

PURPOSE: At the completion of this Contract, SMART needs a summary statement of the expenses and revenues related to the PROJECT.

PROCEDURE: One copy of Form C-II must be submitted as soon as practical upon completion of the Contract. Place a zero (-0-) on those lines where there were no expenses or revenues. Place the total amount of expenses and revenues on the appropriate lines. The form is submitted to SMART Municipal Credit and Community Credit Program, 660 Woodward Avenue, Detroit, Michigan 48226.

Note: SMART will not release the final payment to the CONTRACTOR until all reports have been properly completed by the CONTRACTOR and submitted to SMART.

REPORT: MONTHLY REIMBURSEMENT

If the Contract between the Municipality and SMART is for a large enough sum to call for monthly or periodic reimbursement, then the Municipality would submit an invoice to SMART. The invoice or reimbursement request would be on the Municipality's letterhead or its

APPENDIX D (Pg. 3)

own invoice forms. No such forms are provided by SMART. The invoice should contain as a minimum, the following information.

Account Number

PROJECT Name

Period covered by the invoice

Number of Hours of service provided by the Municipality during the invoice period

The per hour reimbursement rate shown in the Contract.

The amount of reimbursement rate shown in the Contract.

The amount of reimbursement requested; this is the multiple of the number of hours and the hourly rate.

Please note that the Contract stipulated that at least 20% of the CONTRACTOR's compensation will be held by SMART until all required reports have been completed and submitted to SMART with SMART's satisfaction.

EXHIBIT A
PROJECT DESCRIPTION

- INSTRUCTIONS:** Please complete in detail your transportation project(s) description. Description must include all projects (van programs, charters, taxi programs, SMART tickets, etc.)
- DEFINITION:** Provide a narrative description of the project.
- SERVICE AREA:** Identify the geographical service boundaries of the communities served.
- SERVICE HOURS:** Define the days and hours of service.
- ELIGIBLE USER GROUP:** Define the eligible user of the service (age, elderly, disabled, etc.).
- FARE STRUCTURE:** Define the fares to be charged to each eligible user.
- SERVICE LEVEL:** Define the criteria that describes what level of service a user can expect; e.g., must a user call 24 hours in advance?
- SERVICE MODE:** Describe the type (seating capacity, wheelchair accessible) and number of vehicles used in providing the service.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: _____

PROJECT: _____

Contract Period: _____

Account No: _____

OPERATING EXPENSES:

Administrative Fee
(10% max. of MC & CC funds) _____

Driver Wages _____

Fringe Benefits _____

Gasoline & Lubricants _____

Vehicle Insurance _____

Parts, Maintenance Supplies _____

Mechanic Wages _____

Fringe Benefits _____

Dispatch Wages _____

Other (Specify) _____

Sub-Total (Operations & Maintenance) _____

Purchased Service

Taxi Service _____

Charter Service _____

SMART Bus Tickets _____

SMART Shuttle Service _____

SMART Dial-A-Ride _____

SUB-TOTAL _____

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment _____

Software _____

Vehicle _____

Maintenance Equipment _____

Other (Specify) _____

Sub-Total _____

TOTAL EXPENSES: _____

EXHIBIT B (Page 2)

REVENUES:

Municipal Credit Funds	_____
Community Credit Funds	_____
Specialized Services Funds	_____
General Funds	_____
Farebox Revenue	_____
In-Kind Service	_____
Special Fares (Contracted Service)	_____
Other (Specify)	_____

TOTAL REVENUE:

(Note: Total Expenses must equal Total Revenues)

Submitted By:

Title

Date:



Community Transit Manual

SMART CPP Reporting - Operating Expenses

L100001

MCDC Quarterly Operating Report

View Edit Print Refresh Cancel Submit Data Help On This Page

Code	Description	Amount	Amount	Amount
501	Labor			
50101	Operators' Salaries and Wages	0		
50102	Other Salaries and Wages		0	0
50103	Dispatchers' Salaries and Wages	0		
502	Fringe Benefits			
50200	Other Fringe Benefits	0	0	0
50201	Pensions	0	0	0
503	Services			
50302	Advertising Fees			0
50305	Audit Cost			0
50309	Other Services (Maintenance performed by SMART or other shops, include labor, parts & supplies)	0	0	0
504	Materials and Supplies			
50401	Fuels & Lubricants	0		
50402	Tires & Tubes	0		
50409	Other Materials & Supplies (Maintenance performed by other organizations, include labor & supplies)	0	0	0
505	Utilities			
50500	Utilities			0
506	Insurance			
50603	Liability Insurance	0	0	0
50609	Other Insurance	0	0	0
508	Purchased Transportation Service			
50800	Purchased Transportation Service (Municipal Government, or Other Employer)	0		
509	Misc. Expenses			
50902	Travel, Meetings & Training	0	0	0
50903	Association Dues & Subscriptions	0	0	0
50909	Other Misc. Expenses (including any administrative cost center codes in Community Data table)	0	0	0
571	Interest Expense			
57101	Interest Expense			0
512	Operating Leases & Rentals			
51200	Operating Leases & Rentals	0	0	0
513	Depreciation			
51300	Depreciation	0		
<p>Total Expenses</p> <p style="text-align: center;">Calculate Total</p>				



Community Transit Manual

SMART CPP Reporting - Revenues

Logout

MC/CC Quarterly Operating Report

Profile
Expenses
Revenues
Statistics
Submit Data
Help On This Page

Code	Description	Demand/Response
401	Farebox Revenue	
40100	Passenger Fares	0
406	Auxiliary Trans Revenues	
40610	Concessions	0
40615	Advertising	0
40699	Other Auxiliary Trans Revenues (Explain in Comments)	0
407	NonTrans Revenues	
40710	Sales of Maintenance Services	0
40799	Other NonTrans Revenue (Explain in Comments)	0
408	Local Revenue	
40800	Taxes Levied Directly for/by Transit Agency	0
40910	Local Revenue (Explain in Comments)	0
40999	Community Credits	0
411	State Formula and Contracts	
41101	State Formula Operating Assistance	0
41110	Municipal Credit	0
41199	Other State Contracts and Reimbursements (Explain in Comments)	0
413	Federal Contracts	
41301	Federal Section 5311 (operating funds only)	0
41399	Other Federal Contracts and Reimbursements (Explain in Comments)	0
414	Other Revenue	
41400	Interest Income	0
Total Revenue		<div style="border: 1px solid black; padding: 2px; display: inline-block;"> CALCULATE TOTAL </div>

Comments (See [State Revenue and Expense Manual](#) or the [Help Page](#))
 Select the code first and then enter comments below (if there are any comments).

40800 - Local Transit Millage

40910 - General Fund

All lines must have data entered even if the amount is zero. Press "Calculate Total" button to give totals. After reviewing data for accuracy, hit save button and go to next form.

Save

To submit forms to SMART, please go to Submit Data page.

©Copyright SMART All Rights Reserved.



MCICC Quarterly Operating Report

Profile
Expenses
Revenues
Statistics
Submit Data
Help On This Page

Public Service

		Weekday	Saturday	Sunday	Total
610	Vehicle Hours	0	0	0	
611	Vehicle Miles	0	0	0	
615	Passengers - Regular	919	929	939	
616	Passengers - Elderly	949	959	969	
617	Passengers - Persons w/ Disabilities	979	989	991	
618	Passengers - Elderly Persons w/ Disabilities	993	299	899	
622	Total Demand - Response Passengers				
625	Days Operated	0	0	0	

Vehicle Information	Quantity
SMART Vehicles	0
Non SMART Vehicles w/ Lifts	0
Non SMART Vehicles w/o Lifts	0
Total Vehicles	0

Miscellaneous Information	Quantity
660 Diesel Gallons Consumed	0
660 Gasoline Gallons Consumed	0
661 Total Transit Agency Employees	0
662 Total Revenue Vehicle Operators	0
663 Number of Accidents	0
664 Number of Fatal Accidents	0

Comments (See [State Revenue and Expense Manual](#) or the [Help Page](#))

Select the code first: 615 and then enter comments below. (If there are any comments)

615 - Includes Youth Passengers

All lines must have data entered even if the amount is zero. Press "Calculate Total" button to give totals. After reviewing data for accuracy, hit save button and go to next form.

To submit forms to SMART, please go to Submit Data page.

©Copyright SMART All Rights Reserved.

EXHIBIT D

FINAL STATEMENT OF EXPENSES AND REVENUES

Municipality: _____

PROJECT: _____

Contract Period: _____

Account No: _____

OPERATING EXPENSES:

Administrative Fee (10% max. of MC & CC funds)	_____
Driver Wages	_____
Fringe Benefits	_____
Gasoline & Lubricants	_____
Vehicle Insurance	_____
Parts, Maintenance Supplies	_____
Mechanic Wages	_____
Fringe Benefits	_____
Dispatch Wages	_____
Other (Specify)	_____
Sub-Total (Operations & Maintenance)	_____
<u>Purchased Service</u>	_____
Taxi Service	_____
Charter Service	_____
SMART Bus Tickets	_____
SMART Shuttle Service	_____
SMART Dial-A-Ride	_____
SUB-TOTAL	_____

CAPITAL EQUIPMENT:

(Only list purchases made with Community Credits)

Computer Equipment	_____
Software	_____
Vehicle	_____
Maintenance Equipment	_____
Other (Specify)	_____
Sub-Total	_____
<u>TOTAL EXPENSES:</u>	_____

EXHIBIT D (Page 2)

REVENUES:

Municipal Credit Funds (FY____) _____
Municipal Credit Funds (FY____) _____
Community Credit Funds (FY____) _____
Community Credit Funds (FY____) _____
Community Credit Funds (FY____) _____
Specialized Services Funds _____
General Funds _____
Farebox Revenue _____
In-Kind Service _____
Special Fares (Contracted Service) _____
Other (Specify) _____

TOTAL REVENUE:

(Note: *Total Expenses* must equal *Total Revenues*) _____

Submitted By:

Title

Date:

ROSEVILLE GOODFELLOWS INC.
"NO KIDDIE WITHOUT A CHRISTMAS"
PO BOX 202 ROSEVILLE, MI. 48066

CITY MANAGER
SCOTT ADKINS

SEPT.13,2012

THE ROSEVILLE GOODFELLOWS WOULD LIKE TO
ASK THE OK TO HAVE OUR PAPER SALE ON THE STREETS OF
ROSEVILLE ON NOV.23 AND NOV. 24 2012 THIS YEAR.
WITH BAD WEATHER DAYS OF NOV.30, 2012 AND DEC. 1ST.
2012 .

PLEASE LET ME KNOW WHEN I WILL NEED TO BE
AT A CITY COUNCIL MEETING TO TALK TO THEM ABOUT
THIS.

YOU CAN REACH ME AT MY HOME PHONE

THANK YOU o

EDWARD J. YOUNG SR.
ROSEVILLE GOODFELLOWS PRESIDENT

*Notified
9-20-12
EB*

INTER-OFFICE MEMO

TO: Chief Berlin
FROM: Scott A. Adkins
DATE: September 13, 2012
SUBJECT: Annual Goodfellows Paper Sale
Nov. 23 & 24 (Bad Weather Nov. 30 & Dec. 1)

We have received the annual request from the Roseville Goodfellows to conduct their Paper Sale on the city streets November 23-24, with bad weather dates of November 30 and December 1.

The Goodfellows have conducted this event for many years and have remained in compliance with the Guidelines established for soliciting donations on streets in Roseville.

Please review this request and submit a recommendation so this item may appear on the September 25th agenda for Council action.

/yk

Attachment

Yvette Krellwitz (City of Roseville)

From: James Berlin
Sent: Thursday, September 13, 2012 2:27 PM
To: Yvette Krellwitz (City of Roseville)
Subject: RE: Goodfellows Paper Sale

The Roseville Police Department has no objection to the annual Goodfellows paper sale.

Chief James P. Berlin

From: Yvette Krellwitz (City of Roseville) [mailto:Yvette.Krellwitz@cityofroseville.com]
Sent: Thursday, September 13, 2012 1:48 PM
To: James Berlin (Roseville Police)
Subject: FW: Goodfellows Paper Sale

Sincerely,
Yvette Krellwitz
Administrative Assistant
Manager's Office, City of Roseville
(586) 445-5410

From: bizhub
Sent: Thursday, September 13, 2012 2:54 PM
To: Yvette Krellwitz (City of Roseville)
Subject: Message from KMBT_C450

CITY OF ROSEVILLE
POLICE DEPARTMENT
APPLICATION FOR LICENSE

PD# 3171
TAG# _____

TYPE OF LICENSE: Massage Therapist
PERIOD OF LICENSE: _____ TO _____

LICENSE FEE \$ 50.00 ESCROW \$ _____ RECEIPT# _____

STATE LICENSE # _____ MACHINES _____

APPLICANT NAME Renee Hofmann ADDRESS _____

CITY Roseville ZIPCODE 48066 PHONE: _____

DRIVERS LICENSE#: _____ SOCIAL SECURITY _____

HEIGHT 5'6 SEX F EYES Brown HAIR Brown DATE OF BIRTH _____

NAME OF BUSINESS ESTABLISHMENT Lupo Chiropractic Center

ADDRESS OF BUSINESS ESTABLISHMENT 27850 Gratiot Avenue

CITY Roseville STATE MI ZIPCODE 48066 PHONE (526) 772-5876

TYPE OF GOODS OR SERVICE Chiropractic, massage therapy, & decompression

HAVE YOU EVER BEEN CONVICTED OF A CRIME? NO IF YES, GIVE DETAILS:

(DATE, OFFENSE, SENTENCE): _____

VEHICLE LICENSE

IF VEHICLE IS TO BE USED IN CONNECTION WITH BUSINESS:

MAKE _____ YEAR _____ COLOR _____ LICENSE NUMBER _____

MAKE _____ YEAR _____ COLOR _____ LICENSE NUMBER _____

This license is issued subject to conformance by applicant to all ordinances, rules and regulations of the City of Roseville applicable thereto, and may be revoked or suspended by competent authority for just cause.

Signature of Applicant

ROUTING: (Date Routed 8-21-12)

Date of Application ~~7-16-2012~~ 8-21-12

- Assessors OK
- Building Dept OK
- City Manager _____
- Fire Dept _____

- Traffic Bureau _____
- Treasurer OK
- Other SID OK
- Vehicle Inspection _____

APPROV: _____

[Handwritten signature]

CITY OF ROSEVILLE
POLICE DEPARTMENT

APPLICATION FOR LICENSE

PD# 3170

TYPE OF LICENSE: Massage Therapist
PERIOD OF LICENSE: _____ TO _____

TAG# _____

LICENSE FEE \$ 50.00 ESCROW \$ _____

RECEIPT# _____

STATE LICENSE # _____ MACHINES _____ \$ _____

APPLICANT NAME Gretchen Ouwelen ADD
CITY St Clair Shores STATE MI ZIPCODE _____

DRIVERS LICENSE # _____ SOCIAL SECURITY _____

HEIGHT 58 SEX F DATE OF BIRTH _____

NAME OF BUSINESS ESTABLISHMENT WPO Chiropractic

ADDRESS OF BUSINESS ESTABLISHMENT 27850 Gratiot

CITY Roseville STATE MI ZIPCODE 48066 PHONE 586-772-6547

TYPE OF GOODS OR SERVICE MASSAGE THERAPIST

HAVE YOU EVER BEEN CONVICTED OF A CRIME? No IF YES, GIVE DETAILS:
(DATE, OFFENSE, SENTENCE): _____

VEHICLE LICENSE

IF VEHICLE IS TO BE USED IN CONNECTION WITH BUSINESS: No

MAKE _____ YEAR _____ COLOR _____ LICENSE NUMBER _____

MAKE _____ YEAR _____ COLOR _____ LICENSE NUMBER _____

This license is issued subject to conformance by applicant to all ordinances, rules and regulations of the City of Roseville applicable thereto, and may be revoked or suspended by competent authority for just cause.

Signature of Applicant

Date of Application 8-3-12

ROUTING: (Date Routed 8-3-12)

- Assessors OK
- Building Dept OK
- City Manager _____
- Fire Dept OK

- Traffic Bureau _____
- Treasurer OK
- Other SID
- Vehicle Inspection _____

APPROVAL _____

Notified
9-25-12
(Signature)

September 20, 2012

CITY OF ROSEVILLE

1958 – 2013

The City of Roseville Historical Society endorses the production of The City of Roseville 55th Anniversary Booklet by East Side News and Roseville's Historical Society.

The Roseville Historical Society would like to put this on the Roseville City Council's Meeting Agenda on Tuesday, September 25 to vote that night on also endorsing The City of Roseville's 55th Anniversary Booklet to be produced by The Roseville Historical Society and East Side News.

This very worthwhile project will show the beginnings of Roseville's History back from the 1800's to present and beyond. It will also include the City of Roseville's different departments including City Management, Public Safety, Parks and Recreation, Library, DPW etc.

Sincerely,

Pat Chownyk, President
City of Roseville's Historical Society

MOTION MADE BY _____

MOTION SECONDED BY _____

TO AMEND THE CITY OF ROSEVILLE CODE OF ORDINANCES, CHAPTER 217, BY ADDING CHAPTER 217-23 TO PROHIBIT THE USE OF PROPERTY OTHER THAN INTENDED, TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF ROSEVILLE CODE OF ORDINANCES, CHAPTER 217, BY ADDING CHAPTER 217-23 TO PROHIBIT THE USE OF PROPERTY OTHER THAN INTENDED, TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

CITY OF ROSEVILLE ORDAINS:

Section 1. Chapter 217, Peace and Good Order, of the City of Roseville Code of Ordinances is hereby amended by adding Section 217-23 which shall provide as follows:

§ 217-23. Use of Property Other than Intended.

It shall be unlawful for any person or persons to use real property, personal property, a lot, parcel, building, or other structure other than intended or in violation of the City of Roseville Code of Ordinances. The person violating the provisions of this section shall be deemed to have committed a civil infraction.

Section 2. Repealer. All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Severability. If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, being the intent of the City that this ordinance shall be fully severable.

Section 4. Effective Date. Provisions of this Ordinance shall become effective twenty (20) days following adoption.

AYES _____

NAYS _____

ABSENT _____

JOHN CHIRKUN, Mayor

Attested:

RICHARD STEENLAND, City Clerk

I, Richard Steenland, City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that Ordinance No. _____ was adopted by the City Council of Roseville, assembled in regular session on _____, 2012. Said Ordinance was posted in the following places:

Roseville Police Station, 29753 Gratiot Avenue
Roseville Public Library, 29777 Gratiot Avenue
Roseville Civic Center, 29777 Gratiot Avenue

Notice of said posting was published in *The Macomb Daily* on _____, 2012.

Richard Steenland, City Clerk

MOTION MADE BY _____

MOTION SECONDED BY _____

TO AMEND THE CITY OF ROSEVILLE CODE OF ORDINANCES, CHAPTER 146, BY ADDING SECTION 146-32 TO PROVIDE FOR ENFORCEMENT, TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF ROSEVILLE CODE OF ORDINANCES, CHAPTER 146, BY ADDING SECTION 146-32 TO PROVIDE FOR ENFORCEMENT, TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

CITY OF ROSEVILLE ORDAINS:

Section 1. Chapter 146, Fireworks, of the City of Roseville Code of Ordinances is hereby amended to provide an added section of Section 146-32 which shall provide as follows:

§ 146-32. Persons Authorized to Enforce.

Any and all provisions of the Ordinance under this Chapter shall be enforced by the members of the City of Roseville Police Department, Fire Department, Building Department, or Code Enforcement Department. Each of the aforementioned public servants may issue and serve appearance tickets with respect to any violations of the offenses herein.

Section 2. Repealer. All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Severability. If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, being the intent of the City that this ordinance shall be fully severable.

Section 4. Effective Date. Provisions of this Ordinance shall become effective twenty (20) days following adoption.

AYES _____

NAYS _____

ABSENT _____

JOHN CHIRKUN, Mayor

Attested:

RICHARD STEENLAND, City Clerk

I, Richard Steenland, City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that Ordinance No. _____ was adopted by the City Council of Roseville, assembled in regular session on _____, 2012. Said Ordinance was posted in the following places:

Roseville Police Station, 29753 Gratiot Avenue
Roseville Public Library, 29777 Gratiot Avenue
Roseville Civic Center, 29777 Gratiot Avenue

Notice of said posting was published in *The Macomb Daily* on _____, 2012.

Richard Steenland, City Clerk

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY - 2013

I _____ on behalf of the Recreational Authority of Roseville and Eastpointe apply to SMART for the *Municipal and Community Credits* available from the City of Roseville for the period July 1, 2012 to June 30, 2013, and agree that the *Municipal and Community Credits Master Agreement* signed on _____, is incorporated herein by reference, and forms part of this agreement. Specific terms, conditions, and budgetary projections are set forth in *Exhibits A and B* as necessary.

Our community agrees to use the \$46,512 in **Municipal Credit** funds available to us as follows:

- (1) Transfer of \$ _____ to _____
TRANSFeree COMMUNITY
At the cost of: \$ _____
- (2) Van/Bus Operations
(Including Charter and/or Taxi services) At the cost of: \$ _____
- (3) Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) At the cost of: \$ _____

Total \$46,512

Pursuant to Act 51, SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it may necessitate a reduction in the amount of funds available to the City of Roseville. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART.

Our community agrees to use the \$59,158 in **Community Credit** funds available to us as follows:

- (1) Transfer of \$ _____ to _____
TRANSFeree COMMUNITY
At the cost of: \$ _____
- (2) Van/Bus Operations
(Including Charter and/or Taxi services) At the cost of: \$ _____
- (3) Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) At the cost of: \$ _____
- (4) Capital Purchases At the cost of: \$ _____

Total \$59,158

Capital purchases permitted with *Community Credits* are subject to applicable state and federal regulations, and SMART procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by a community requires presentation of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). *Community Credit* dollars, available in FY 2013, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement.

Recreational Authority of Roseville and Eastpointe

By: _____

Dated _____

Its: _____

For the Suburban Mobility Authority for
Regional Transportation

Dated _____

By: _____

John C. Hertel
General Manager

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract: the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A branch of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not b limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an exiting contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

September 17, 2012

To: Scott Adkins, City Manager

From: Robert Cady, Controller/ACM
Phil Longueuil, Director of Information Services

Re: Phones and Internet

This October the contracts with AT&T regarding phone service will expire. In an effort to increase efficiency and reduce costs the staff has recently undertaken the task of looking at the city's phone system and internet access. The city currently spends about \$6,700.00 a month for all lines and services. That included one T-1 (1.5 mega bit) connection for the internet streamed to all the city buildings as well as the local and long distance phone service. T-1 lines are also used to connect the city network to buildings that are not part of the municipal campus (DPW, Recreation and Fire station 2). Also included in that price are alarm circuits for city buildings and pump stations.

The challenge in selecting a new vendor was finding one that could work with the city's phone system. The Meridian system that is currently installed is well beyond its prime. Previous attempts to upgrade this analog system have failed. However replacing it with a newer system in light of the city's current financial situation is not an option at this time. Staff estimates to replace the entire phone system would run about \$150,000 to \$175,000.

IP Telecom solutions was contacted and was asked to look at the city phone and internet that are currently in place to see if a better and less costly solution could be found. After months of research the recommendation was to move phone and internet service to Clear Rate Communications. Clear Rate can work with the existing phone system and provide a 6 megabit internet solution which is 4 times the speed of the current connection. More importantly Clear Rate can do this with unlimited local and long distance calling for \$2,893.65 per month. That's a savings of \$4,300 per month or \$51,684.00 per year.

Staff would request the 36 month contract for Clear Rate Communications be approved at a future council meeting.