



**CITY OF NOVI CITY COUNCIL  
APRIL 8, 2024**

**SUBJECT:** Approval of the 2024 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and Resolution for the Older Adult Transportation Program in the amount of \$62,149.

**SUBMITTING DEPARTMENT:** Parks, Recreation and Cultural Services (PRCS)

**BACKGROUND INFORMATION:**

The City of Novi is eligible to receive \$62,149 in Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Funds for 2024. These funds are utilized to support the Older Adult Services (OAS) Transportation Program for Novi residents ages 55 and older, and those younger than 55 with a limiting disability. The OAS Transportation Program has been supported by the City of Novi General Fund, farebox fees, partnerships, and SMART Municipal Credits funding. SMART funding is determined by the population of the city. Municipal Credit funds under this contract are made available by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget.

The City will utilize these funds internally for the fiscal year July 1, 2023 – June 30, 2024 to help support the Older Adult Services Transportation Services. Pursuant to the recent council action of engaging with Peoples Express as the new transit provider, these funds will be transferred to Peoples Express beginning July 1, 2024, as the City of Novi will no longer be directly offering these types of services.

**RECOMMENDED ACTION:** Approval of the 2024 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and Resolution for the Older Adult Transportation Program in the amount of \$62,149.

**CITY OF NOVI**  
**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION S.M.A.R.T. MUNICIPAL CREDIT PROGRAM**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on April 8, 2024, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

**WHEREAS**, the City of Novi is desirous of maintaining the existing Suburban Mobility Authority for Regional Transportation (S.M.A.R.T.) Municipal Credit Program, and

**WHEREAS**, this program provides an essential service to senior citizens and handicapped individuals.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that that the Novi City Council hereby requests the 2024 Municipal Credit funding from Suburban Mobility Authority for Regional Transportation (S.M.A.R.T.), in the amount of \$62,149, and

**BE IF FURTHER RESOLVED** that funding be distributed in the following manner: Novi Older Adult Transportation Program.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Cortney Hanson, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 8<sup>th</sup> day of April, 2024, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

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Cortney Hanson, City Clerk  
City of Novi

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, **Victor Cardenas**, as the **City Manager** of **the City of Novi** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2023 through June 30, 2024 (Section 1 below), and **Community Credits** available for the period July 1, 2023 to June 30, 2024 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$62149** in **Municipal Credit** funds as follows:

(a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFEEE COMMUNITY

(b) Van/Bus Operations At the cost of: \$ \_\_\_\_\_  
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Services Purchased from Subcontractor At the cost of: \$ \_\_\_\_\_  
\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**Total \$62149**

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 pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. 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. All Municipal Credit funding must be spent by June 30, 2026; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$0** in **Community Credit** funds available as follows:

(a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_

TRANSFeree COMMUNITY

(b) Van/Bus Operations At the cost of: \$ \_\_\_\_\_  
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Capital Purchases At the cost of: \$ \_\_\_\_\_

(e) Services Purchased from Subcontractor At the cost of: \$ \_\_\_\_\_

\_\_\_\_\_

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

**Total \$0**

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2024, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2027; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION**

**CITY OF NOVI**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Victor Cardenas  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

The City of Novi Older Adult Transportation Program is an advance reservation transportation service for adults 55 and over and disabled non-seniors provided by the City of Novi Parks, Recreation and Cultural Services Department. The priority of the Transportation Program is to provide rides for medical appointments, trips to hospitals, grocery stores, banks, malls, and numerous other facilities. Emphasis is placed on transporting riders to Meadowbrook Activity Center, Novi Civic Center and the Novi Public Library as well as city-sponsored events. The city promotes the program through “Engage!” Parks, Recreation and Cultural Services catalog, flyers, community presentations, Facebook, etc. Riders are given a brochure with information about the transportation program the first time they use the service.

Service Area (Provide geographic boundaries):

Service for the Novi Older Adult Transportation area is available to residents within 10 miles of the Novi Civic Center. In some cases, a medical facility may be located just outside of the 10 mile distance and consideration will be given based on availability.

Service Times (Provide days and hours of service):

Transportation is available –

- 8 a.m. – 4 p.m. Monday – Friday with the last pick-up within Novi at 4:00 p.m., and the last pickup outside of Novi at 3:30 p.m.
- 9 a.m. – 3 p.m. on Saturday with the last pick-up within Novi is 2:30 p.m., and the last pick-up outside of Novi is 2 p.m.
- There is no service on Sunday.
- Reservations are required at least one business day in advance and are scheduled based on availability. Riders may schedule rides between 8 a.m. – 4 p.m. daily by calling (248) 735-5617 or can book any time on the self-service booking portal.

Eligible User Groups (Users eligible to use the service):

Novi residents 55+ or those younger than 55 with a limiting disability are eligible. The service will not accommodate children.

Fare Structure: (Cost to use service)

\$0 within Novi and \$5 one-way outside of Novi.

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

Novi uses 7 vehicles: 1 Ford Escape Hybrid  
2 Dodge Grand Caravans (1 with a side ramp)  
3 Ford Transits 350HD's with wheelchair lifts  
1 Ford E450 Bus

**EXHIBIT B**

**PROJECT OPERATING BUDGET**

Municipality: City of Novi

Contract Period: July 1, 2023 through June 30, 2024

Account Number: 48233

**OPERATING EXPENSES:**

Administrative Fee: *(All employees  
other than drivers and dispatchers)*

(10% max. of MC & CC funds)

Driver Wages 200,000

Fringe Benefits \_\_\_\_\_

Gasoline & Lubricants 30,000

Vehicle Insurance \_\_\_\_\_

Parts, Maintenance Supplies 24,550

Mechanic Wages \_\_\_\_\_

Fringe Benefits \_\_\_\_\_

Dispatch Wages \_\_\_\_\_

Other (Specify) \_\_\_\_\_

**Sub-Total (Operating Expenses)** 254,550

**PURCHASED SERVICE:**

Taxi Service \_\_\_\_\_

Charter Service \_\_\_\_\_

SMART Bus Tickets \_\_\_\_\_

SMART Shuttle Service \_\_\_\_\_

SMART Dial-A-Ride \_\_\_\_\_



Other (Specify) \_\_\_\_\_

\_\_\_\_\_

**Sub-Total (Purchased Service)**

\_\_\_\_\_

\_\_\_\_\_

**CAPITAL EQUIPMENT:**

*(Only list purchases to be made with Community Credits)*

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub-Total (Capital Equipment)**

\_\_\_\_\_

254,550

**TOTAL EXPENSES \_\_\_\_\_ Operating Expenses,  
Purchased Service, and Capital Equipment:**

\_\_\_\_\_

**EXHIBIT B, continued (Page 2)**

**REVENUES:**

Municipal Credit Funds	<b>62149</b>	
Community Credit Funds	<b>0</b>	
Specialized Services Funds		
General Funds	182,401	
Farebox Revenue	10,000	
In-Kind Service		
Special Fares (Contracted Service)		
Other (Specify)		
		254,550

**TOTAL REVENUE:**

\_\_\_\_\_

**(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)**

Suburban Mobility Authority for Regional Transportation

# EEO COMPLIANCE REPORT A

## COMMUNITY PARTNERSHIP FORM

### Agency/Community Information

Program Type: Community Partnership Program (CPP)  Specialized Service  New Freedom  JARC  5310

Name of Agency/Community: City of Novi

Address: 45175 10 Mile Road

City: Novi

State: MI

Zip: 48009

### Agency/Community Data

1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year? Yes  No

2) Does your agency/community employ over fifty (50) transit related employees? Yes  No

If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:

Buhl Building  
535 Griswold Street, Suite 600  
Detroit, MI 48226

Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes  No  N/A

**Drug and Alcohol Testing Program Requirements**

Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security) Yes  No

Name of drug and alcohol testing manager? Title:

Phone Number: Ext: Email:

**Please Proceed to Employment Data Section on Back**

Suburban Mobility Authority for Regional Transportation

**EEO COMPLIANCE REPORT A** COMMUNITY PARTNERSHIP FORM

**Employment Data**

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race													
					Minority													
	Employees	Male	Female	Minority	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race	
					Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers	2	1	1		1	1												
Professionals	3	1	2		1	2												
Technicians																		
Office and Clerical Staff																		
Craftsmen (Skilled)																		
Operators (Semi-Skilled)																		
Laborers (Unskilled)																		
Service Workers	16	15		1	13	1	2											
Journey Workers																		
Apprentices																		
<b>Total</b>	21																	

**Certification**

How was this information obtained? Visual Survey: Yes  No  Employment Records: Yes  No

Name of Authorizing Official (Print): Jeff Muck Title: PRCS Director

Signature: Date:

Contact person for report: Jeff Muck Title: PRCS Director

Telephone: 248-347-0402 Ext: Email: jmuck@cityofnovi.org



