



TROY CITY COUNCIL

REGULAR MEETING

AGENDA

JUNE 13, 2016
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



500 W. Big Beaver
Troy, MI 48084
248.524.3300
troymi.gov

The Honorable Mayor and City Council Members

City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

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

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

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at bkischnick@troymi.gov or 989.233.7335 with questions.

Respectfully,

A handwritten signature in black ink that reads "B. K. L. K.", representing Brian Kischnick.

Brian Kischnick,
City Manager

2016 Strategies

We believe a strong community embraces diversity, promotes innovation, and encourages collaboration.

We strive to lead by example within the region.

We do this because we want everyone to choose Troy as their community for life.

We believe in doing government the best.

- 1** Create space for a customer service welcome center at the east entrance of City Hall.
- 2** Redesign the City of Troy website.
- 3** Review city ordinances to address outdated policies and explore the need for new ordinances.
- 4** Install recycling elements in city facilities.
- 5** Link civic center campus with a trail and pathway system.
- 6** Establish site development design standards to ensure quality.
- 7** Explore the development of civic center property by conducting a market study and developing a concept plan.
- 8** Launch the Global Troy Advisory Committee.
- 9** Enhance the pedestrian crosswalk and transportation shelters at Automation Alley.
- 10** Partner to establish a Big Beaver transportation service.



**CITY COUNCIL
AGENDA**
June 13, 2016 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Pastor Simion Timbuc from Bethesda Romanian Pentecostal Church 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 Proclamation in Recognition of Troy School District Student Divya Aggarwal, the Only Michiganian to Advance to the Final Round of the Scripps National Spelling Bee (*Presented by: Mayor Dane Slater*) 1

C-2 Nick Kaltsounis, Spokesperson for St. Nicholas Greek Orthodox Church, with Daughters Katerina & Dekessia Will Present Information on the Annual St. Nicholas OPA!Fest Greek Festival, Scheduled for June 24-26, 2016 (Introduced by Community Affairs Director Cindy Stewart) 1

C-3 Proclamation to Celebrate the 35th Anniversary of Mothers Against Drunk Driving, the Nation's Largest Nonprofit Working to Protect Families Against Drunk Driving, Drugged Driving and Underage Drinking Presented by Mayor Dane Slater to State Program Director Tyler MacEachran and Program Coordinator Lisa Radtke (*Presented by: Mayor Dane Slater*) 1

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INVOCATION: Pastor Simion Timbuc from Bethesda Romanian Pentecostal Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Dane Slater
Edna Abraham
Ethan Baker
Jim Campbell
Dave Henderson
Ellen Hodorek
Mayor Pro Tem Ed Pennington

- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2016-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of June 13, 2016, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation in Recognition of Troy School District Student Divya Aggarwal, the Only Michiganian to Advance to the Final Round of the Scripps National Spelling Bee *(Presented by: Mayor Dane Slater)*

C-2 Nick Kaltsounis, Spokesperson for St. Nicholas Greek Orthodox Church, with Daughters Katerina & Dekessia Will Present Information on the Annual St. Nicholas OPA!Fest Greek Festival, Scheduled for June 24-26, 2016 (Introduced by Community Affairs Director Cindy Stewart)

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D. CARRYOVER ITEMS:

D-1 No Carryover Items**E. PUBLIC HEARINGS:**

E-1 No Public Hearings**F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:****In accordance with the Rules of Procedure for the City Council, Article 17 – Members of the Public and Visitors:**

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

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes total to address Postponed, Regular Business, Consent Agenda or Study items or any other item on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items On the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any topic not on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items Not on the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any member of the public who is not a Troy resident or Troy business representative shall be allowed to speak for up to three (3) minutes to address any topic on or not on the Agenda as permitted under the Open Meetings Act during the *Comments for Items On or Not On the Agenda from Members of the Public Outside of Troy (Not Residents of Troy and Not From Troy Businesses)* portion of the Agenda.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name and residency status (Troy resident, non-resident, or Troy business owner). If the speaker is addressing an Item (or Items) that appear on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a majority vote of the City Council members.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a Special meeting for that specific purpose.

The following has been approved by Troy City Council as a statement of the rules of decorum for City Council meetings. The Mayor will also provide a verbal notification of these rules prior to Public Comment:

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

Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Animal Control Appeal Board, Charter Revision Committee, Historic District Commission, Traffic Committee, Volunteer Firefighter Incentive Plan Board

a) Mayoral Appointments: None

b) City Council Appointments:

Suggested Resolution

Resolution #2016-06-

Moved by

Seconded by

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

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Unexpired Term Expires: 9/30/2017

Gretchen Waters

Term currently held by: Vacancy-P. Terry Knight term

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 4/30/2018

William Murray

Term currently held by: Daniel Bliss

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 3/1/2019

W. Kent Voigt

Term currently held by: W. Kent Voigt

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 1/31/2019

R. Mitch Huber

Term currently held by: R. Mitch Huber

Volunteer Firefighter Incentive Plan Board

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: No expiration

Brian Kischnick

City Manager

Term Expires: No expiration

Tom Darling

Dir. of Financial Services

Yes:
No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Global Troy Advisory Committee, Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board; b) City Council Nominations – Charter Revision Committee, Liquor Advisory Committee, Traffic Committee, Volunteer Firefighter Incentive Plan Board

a) Mayoral Nominations:

Suggested Resolution
Resolution #2016-06-
Moved by
Seconded by

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

Global Troy Advisory Committee

Appointed by Mayor
11 Regular Members
3 Year Term

Nominations to the Global Troy Advisory Committee:

Term Expires: Council Term	City Council Member
Term Expires: 4/30/2017	
Term Expires: 4/30/2017	
Term Expires: 4/30/2017	
Term Expires: 4/30/2018	
Term Expires: 4/30/2018	
Term Expires: 4/30/2018	
Term Expires: 4/30/2019	

Term Expires: 7/31/2017**STUDENT****Term Expires: 7/31/2017****STUDENT****Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Angamuthu	Rahul	4/21/2018	STUDENT
Bagri	Samir	5/10/2018	
Balaraman	Venkatesan	5/11/2018	
Buchanan	Cynthia	4/20/2018	
Chamberlain-Creangă	Rebecca	5/23/2018	
Chan	Tai	4/18/2018	
Coon	Richard	4/22/2018	
Fakhoury	Awni	4/28/2018	
Mohideen	Syeda	4/22/2018	
Samman	Rouba	4/8/2018	
Schneeweis	Adina	5/7/2018	
Young	Ricky	4/22/2018	STUDENT

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2	Notes 3
Beltramini	Robin	4/4/2016	6/30/2018	Resident Member		
Hodorek	Ellen		11/13/2017		City Council exp 11/13/2017	
Hoef	Paul V.	5/1/2017	6/30/2019	Resident Member	EDC exp 4/30/2015	
Sharp	John	3/28/2018	6/30/2016	Resident Member	EDC exp 4/30/2015	Requests Reappointment
Shields	David	6/14/2014	6/30/2016	Member		NO Reappointment
Slater	Dane M.		11/11/2019	Alternate	City Council exp 11/11/2019; DDA	

Spanos	Irene				Oakland County	
Vitale	Nickolas	4/27/2017	6/30/2019	Resident Member		

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2020

Term currently held by: David Shields

Term Expires: 6/30/2020

Term currently held by: John Sharp

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Schick	Michael	1/13/2017	

Volunteer Firefighter Incentive Plan Board

Appointed by Mayor
7 Regular Members
3 Year Term

Nominations to the Volunteer Firefighter Incentive Plan Board:

Term Expires: 4/30/2019

Citizen (Mayor Appt'd)

Last Name	First Name	App Resume Expire	Notes 1
Matlick	Robert	5/27/2018	
Mohideen	Syeda	4/22/2018	

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2016-06-

Moved by

Seconded by

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

Charter Revision Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Bartnik	Mark		04/30/2018	
Berk	Robert	2/27/2015	4/30/2019	
Bliss	Daniel	11/16/2013	4/30/2015	NO Reappointment
Howrylak	Frank	2/1/2014	4/30/2017	
Kanoza	Shirley	2/21/2015	4/30/2019	
Weisgerber	William	5/7/2017	4/30/2015	NO Reappointment
Wilsher	Cynthia	2/27/2016	4/30/2017	

Nominations to the Charter Revision Committee:**Term Expires: 4/30/2018**

Term currently held by: William Weisgerber

Interested Applicants:

No applications or resumes on file.

Liquor Advisory Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Comiskey	Ann	3/18/2016	1/31/2018	
Ehlert	Max	11/5/2016	1/31/2018	
Godlewski	W. Stan	12/14/2012	1/31/2017	
Gorcyca	David	12/6/2015	1/31/2017	
Hall	Patrick	11/24/2017	1/31/2016	NO Reappointment
Kaltsounis	Andrew	11/24/2017	1/31/2019	
Oberski	Jeff			
Payne	Timothy	2/8/2014	1/31/2018	

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2019

Term currently held by: Patrick Hall

Interested Applicants:

No applications or resumes on file.

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Brandstetter	Tim	10/17/2016	1/31/2018		
Easterbrook	David	11/24/2017	1/31/2016		NO Reappointment
Huber	R. Mitch	6/10/2017	1/31/2016		
Huotari	William			Ex-Officio Member	
Kilmer	Richard	12/12/2015	1/31/2017		
Mayer	Gary			Ex-Officio Member	
Nelson	William			Ex-Officio Member	
Petrulis	Al	1/8/2016	1/31/2017	ACAB exp 9/30/2018	
Regan	Kathleen	3/26/2017	7/31/2016	STUDENT	
Wilsher	Cynthia	10/9/2016	1/31/2018		
Ziegenfelder	Peter	12/9/2015	1/31/2017		

Nominations to the Traffic Committee:

Term Expires: 1/31/2019

Term currently held by: David Easterbrook

Interested Applicants:

No applications or resumes on file.

Volunteer Firefighter Incentive Plan Board

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Volunteer Firefighter Incentive Plan Board:**Term Expires: Council Term****City Council Member**

Yes:

No:

I-3 Request for Closed SessionSuggested Resolution

Resolution #2016-06-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session on June 13, 2016 in the Council Board Room, pursuant to MCL 15. 268 (a) and (h) (MCL 15.243 (g)) for the evaluation of the City Manager.

Yes:

No:

I-4 2016 Concrete Slab Replacement on Various County Roads Cost Participation Agreement and Budget Amendment (Introduced by: Steve Vandette, City Engineer)Suggested Resolution

Resolution #2016-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the Cost Participation Agreement between the City of Troy and the Board of County Road Commissioners for Oakland County (Board) for the 2016 Concrete Slab Replacement on Various County Roads at an estimated cost to the City of Troy of \$150,000.

BE IT FURTHER RESOLVED, That City Council **APPROVES** a budget appropriation of \$300,000 in expenditures and \$150,000 in local contributions to the 2016-17 Capital Projects Fund budget.

BE IT FINALLY RESOLVED, That 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:

No:

I-5 Michigan MABAS Agreement Modification (Introduced by: Dave Roberts, Fire Chief)Suggested Resolution

Resolution #2016-06-

Moved by
Seconded by

RESOLVED, That the Troy City Council **APPROVES** the Amended Michigan Mutual Aid Box Alarm System Association (MABAS) Agreement and **AUTHORIZES** the Mayor and City Clerk to execute the documents on behalf of the City; a copy of which will be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2016-06-
Moved by
Seconded by

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

Yes:
No:

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

J-2 Approval of City Council Minutes

Suggested Resolution
Resolution #2016-06-

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

- a) City Council Minutes-Draft – May 23, 2016

J-3 Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2016-06-

RESOLVED, That Troy City Council hereby **APPROVES** the following City of Troy Proclamations:

- a) Troy School District Student Divya Aggarwal – Scripps National Spelling Bee
- b) 35th Anniversary of Mothers Against Drunk Driving (MADD)

J-4 Standard Purchasing Resolutions:**a) Standard Purchasing Resolution 3: Exercise Renewal Option – Workers’ Compensation Insurance Renewal for Fiscal Year 2016-17**Suggested Resolution
Resolution #2016-06-

WHEREAS, Michigan Municipal League Workers’ Compensation Fund is currently and successfully providing the City of Troy’s Workers’ Compensation Insurance; and,

WHEREAS, The City is in receipt of a renewal package from the Michigan Municipal League Workers’ Compensation Fund which includes a dividend credit attributable to Fund members overall, with a 1.01 Experience Modification factor and a dividend credit of \$136,036.00; a copy of which is **ATTACHED**; and,

WHEREAS, The City’s annual premium will be \$474,659.00; City Administration recommends approval of the one year renewal as it is in the best interest of the City;

NOW THEREFORE, BE IT RESOLVED, That the Troy City Council **AGREES** to renew the Agreement with the Michigan Municipal League Workers’ Compensation Fund for Workers’ Compensation Insurance and **AUTHORIZES** payment in an amount not to exceed the annual premium of \$474,659.00 for one (1) year and **AUTHORIZES** the City Attorney to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers’ Compensation Fund; contract to expire June 30, 2017.

J-5 Authorization to Participate in WaterTowns™ InitiativeSuggested Resolution
Resolution #2016-06-

WHEREAS, WaterTowns™ is a water-oriented community development initiative designed to assist towns and cities within the Clinton River Watershed to leverage the assets of the Clinton River and Lake St. Clair and to protect and improve water quality; and,

WHEREAS, The WaterTowns™ initiative is managed by the Clinton River Watershed Council, an organization dedicated to protecting, enhancing, and celebrating the Clinton River, its watershed, and Lake St. Clair; and,

WHEREAS, The City of Troy recognizes the recreational and economic potential of its water resources; and,

WHEREAS, The City of Troy desires to incorporate environmental best management practices as an integral part in community planning and development; and,

WHEREAS, The City of Troy is located within the Clinton River Watershed, and is a member of the Clinton River Watershed Council; and,

WHEREAS, there is no financial commitment required to participate in the WaterTowns™ initiative; and,

WHEREAS, the City of Troy desires to collaborate with the Clinton River Watershed Council to develop and implement a local WaterTowns™ strategy;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council **DECLARES** the City of Troy a participant in the WaterTowns™ initiative.

J-6 Agreement for IT Services Between Oakland County and City of Troy

Suggested Resolution

Resolution #2016-06-

WHEREAS, The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multifaceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications; and,

WHEREAS, Oakland County has recently created and modified its CLEMIS Agreement with all of the participating municipalities as well as all end-users of the system, and is requiring all CLEMIS users to sign new CLEMIS Agreements for the continuation of their services, and,

WHEREAS, The City of Troy has been a participating member of CLEMIS since the County-wide database system was established in 1982 and is one of the 46 original members of CLEMIS;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached five (5) year agreement for I.T. Services and **AUTHORIZES** the Mayor and City Clerk to execute the Agreement; a copy of the Agreement shall be **ATTACHED** to the original Minutes of the City Council meeting.

BE IT FURTHER RESOLVED, That Police Chief Gary Mayer is the designated primary CLEMIS point of contact, and Administrative Services Lieutenant Frank Nastasi is the secondary CLEMIS point of contact, as required by paragraph 1.7 of the Agreement.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** Troy Police Chief Gary Mayer to make administrative modifications to Addendum A, if necessary, for the purpose of accommodating new technology or addressing other administrative matters, as long as the modifications do not increase the overall cost or terms of the Agreement.

J-7 Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT) With the City of Auburn Hills, the Charter Township of Bloomfield, the City of Bloomfield Hills and the City of Birmingham

Suggested Resolution

Resolution #2016-06-

WHEREAS, Troy City Council approved resolution 2010-10-226 to allow the City of Troy to enter into an Interlocal Agreement with the Auburn Hills Police Department and the Bloomfield Township Police Department to establish the Crash Investigation Team (CIT); and,

WHEREAS, Troy City Council approved resolution 2014-12-164 to allow the City of Troy to enter into an amended Interlocal Agreement to include the City of Bloomfield Hills in the Crash Investigation Team (CIT) and changing the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT); and,

WHEREAS, The Bloomfield Hills Police Department has expressed an interest in becoming a participating agency in the South Oakland County Crash Investigation Team (SOCCIT); and,

WHEREAS, An Amended Interlocal Agreement will outline the purpose, responsibilities, and liability of each of the participating agencies;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT).

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the Amended Interlocal Agreement on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-8 Suggested Resolution Requesting a Closed Session at 6:00 PM on Monday, June 27, 2016 to Discuss AFSCME Contract

Suggested Resolution
Resolution #2016-06-

RESOLVED, That Troy City Council hereby **SCHEDULES** a Special Meeting for the purpose of adjourning into Closed Session to discuss the AFSCME Contract on Monday, June 27, 2016 at 6:00 PM in the City Council Boardroom of Troy City Hall, 500 W. Big Beaver Rd., Troy, MI 48084.

J-9 Revised Facility Usage Policy

Suggested Resolution
Resolution #2016-06-

RESOLVED, That Troy City Council **APPROVES** the Facility Usage Policy as approved by the Parks and Recreation Advisory Board on April 28, 2016, and a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Request for Recognition as a Nonprofit Organization from OPERATION: COME H.O.M.E.

Suggested Resolution
Resolution #2016-06-

RESOLVED, That Troy City Council hereby **APPROVES** the request from OPERATION: COME H.O.M.E, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

J-11 Rescind / Re-award Contract - Topsoil

Suggested Resolution

Resolution #2016-06-

WHEREAS, On August 10, 2015, contracts for two (2) year requirements of Topsoil with an option to renew for one (1) additional year was awarded to Spurt Industries (Resolution #2015-08-104-J-04c); and,

WHEREAS, The material delivered by Spurt Industries does not meet bid specifications;

THEREFORE BE IT RESOLVED, That Troy City Council hereby **RESCINDS** with prejudice the contract for two (2) year requirements of Topsoil with an option to renew for one (1) additional year from Spurt Industries and hereby **RE-AWARDS** the contract to the next lowest bidder meeting specifications; *Anderson Excavating Inc. of Farmington Hills, MI*, as contained on the bid tabulation opened July 23, 2015.; contract expiring June 30, 2018.

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

J-12 Budget Amendment Fiscal Year 2017 – Roll Forward Fiscal Year 2016 Budget for Combination Cleaning – Jetting Module

Suggested Resolution

Resolution #2016-06-

RESOLVED, That Troy City Council hereby **APPROVES** rolling the 2016 fiscal year unexpended appropriation for the Vactor sewer/jetting combination module as a budget amendment to the fiscal 2017 year budget in the amount of \$282,985 to the Fleet Maintenance Fund.

J-13 Relocation of Election Precinct 29

Suggested Resolution

Resolution #2016-06-

RESOLVED, That Troy City Council hereby **APPROVES** the request to relocate voting Precinct 29 from North Hills Christian Reformed Church, 3150 N. Adams Rd., to Central Woodward Christian Church, 2955 W. Big Beaver Rd., beginning with the August 2, 2016 Primary Election, as recommended by City Management.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

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

N-1 No Council Referrals Advanced

O. COUNCIL COMMENTS:

O-1 No Council Comments Advanced

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Retiree Healthcare Benefit Plan and Trust Board of Trustees-Final – February 10, 2016
 - b) Animal Control Appeal Board-Final – March 23, 2016
 - c) Employees' Retirement System Board of Trustees-Final – April 13, 2016
 - d) Traffic Committee-Final – April 13, 2016
 - e) Zoning Board of Appeals-Final – April 19, 2016
 - f) Building Code Board of Appeals-Final – May 4, 2016
 - g) Planning Commission-Draft – May 10, 2016
 - h) Planning Commission-Final – May 10, 2016
 - i) Zoning Board of Appeals-Draft – May 17, 2016
 - j) Animal Control Appeal Board-Draft – May 25, 2016
-

P-2 Department Reports:

- a) National Highway Prevention Program (NHPP)
 - b) Building Department Activity Report – May 2016
-

P-3 Letters of Appreciation:

- a) To Cathy Russ, Library Director, from Karren Reish, State of Michigan Grants Coordinator, Regarding Service as a Judge at the Michigan 2016 Letters About Literature Entries
 - b) To Paul Evans from Jeff Williams Regarding Excellent Services Provided by Gary Bowers
 - c) To the Troy Fire Department from Toni Broquet
-

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

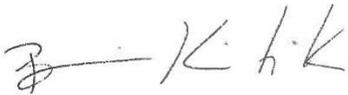
Q. COMMENTS ON ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION:

R-1 Closed Session – City Manager Evaluation

S. ADJOURNMENT:

Respectfully submitted,



Brian Kischnick, City Manager

2016 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

- June 14, 2016 Joint Meeting–Troy City Council/Troy Planning Commission/
Troy Downtown Development Authority
- August 8, 2016 Joint Meeting–Troy City Council/Troy School Board
- September 19, 2016 Joint Meeting–Troy City Council/Troy Chamber
- October 24, 2016 Joint Meeting–Troy City Council/Troy Planning Commission

2016 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

- June 27, 2016 Regular Meeting
- July 11, 2016 Regular Meeting
- July 25, 2016 Regular Meeting
- August 8, 2016 Regular Meeting
- August 22, 2016 Regular Meeting
- September 19, 2016 Regular Meeting
- September 26, 2016 Regular Meeting
- October 10, 2016 Regular Meeting
- October 24, 2016 Regular Meeting
- November 14, 2016 Regular Meeting
- November 21, 2016 Regular Meeting
- December 5, 2016 Regular Meeting
- December 19, 2016 Regular Meeting

**PROCLAMATION IN RECOGNITION OF
TROY SCHOOL DISTRICT STUDENT DIVYA AGGARWAL
THE ONLY MICHIGANIAN TO ADVANCE TO THE FINAL ROUND
OF THE SCRIPPS NATIONAL SPELLING BEE**

WHEREAS, Divya Aggarwal, an eighth grader at Smith Middle School, was the only Michigianian to advance to the final round of the 2016 Scripps National Spelling Bee in Washington, D.C.; and

WHEREAS, The Scripps National Spelling Bee began with 284 spellers, including 11 from Michigan. Among the words **Divya** spelled correctly were “echimyine,” “ipsedixitism” and “rissole; and

WHEREAS, After the first two rounds on Thursday, **Divya** was one of only 17 spellers left in the competition. By the end of the third round, she was one of only 14 remaining and after the fourth round in which **Divya** missed the word “succussatory” only 10 spellers were left to compete; and

WHEREAS, This was **Divya’s** first competition in the national spelling bee, but she is no stranger to dominating spelling competitions as she won Smith Middle School’s Spelling Bee all three years; and

WHEREAS, When **Divya** advanced in the National Spelling Bee, all of the students in her English class stacked dictionaries on her desk with her photo for good luck. She is very well-liked and respected by her peers. She is also on the Smith Middle School’s Science Olympiad team, plays piano and violin and loves reading and watching cooking shows;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council extends special recognition to **Divya Aggarwal** for finishing 14th in the 2016 Scripps National Spelling Bee in Washington, D.C.; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy’s residents congratulate **Divya Aggarwal** for being a disciplined student and a positive role model to young people and wish her continued success in all future endeavors.

Presented this 13th day of June 2016.

APRIL 12, 2016

**ON BEHALF OF THE CITY OF TROY
WE CELEBRATE THE 35TH ANNIVERSARY OF
MOTHERS AGAINST DRUNK DRIVING (MADD)**

Mothers Against Drunk Driving (MADD) was founded in 1980 by Candace Lightner following the death of her 13-year-old daughter who was killed by a fourth-offender drunk driver. Today, **MADD** is the nation's largest nonprofit working to protect families against drunk driving, drugged driving and underage drinking. In addition, **MADD** supports drunk and drugged driving victims and survivors through local **MADD** victim advocates and their 24-hour Victim Helpline.

Now, in its 35th year, **MADD** has helped save more than 330,000 lives and counting. Before **MADD** was founded, nearly 25,000 people were killed in alcohol-related crashes, resulting in the cause of 50 percent of all traffic deaths. Since then, they have cut that number in half.

MADD offers services to all victims at no charge. These services can include free brochures and literature related to the aftermath of the crash; emotional support to those impacted by phone, in person or via email; education on the criminal justice process, court proceedings and so much more. In addition, **MADD** has an open support group for victims/survivors that meets the first Tuesday of each month at the Troy Community Center.

The Mayor and City Council of the City of Troy celebrate the **35th Anniversary of Mothers Against Drunk Driving** and appreciate all of their efforts to support the victims and survivors. **MADD's** location at 625 E. Big Beaver Road in Troy and their valuable support to so many people is yet another reason why our community is such a desirable place for families and businesses. We are so very proud to have in the City of Troy an organization like **MADD** that strives to keep our residents and the entire community safe.

**WE ARE EXTREMELY PROUD TO HAVE
THE MOTHERS AGAINST DRUNK DRIVING (MADD)
OFFICES IN THE CITY OF TROY!**



CITY COUNCIL ACTION REPORT

Date: May 19, 2016

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services
Mark Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer

Subject: 2016 Concrete Slab Replacement on Various County Roads
Cost Participation Agreement and Budget Amendment

History:

The Board of County Road Commissioners of the County of Oakland (Board) recognized winter maintenance savings this past season and offered Troy \$150,000 from these savings for work on County Roads in Troy.

Project locations will be identified and the work completed by Dilisio Contracting under their current contract with the City. No work will begin prior to July 1, 2016.

Financial:

The Cost Participation Agreement includes a contribution of \$150,000 from the Board with a matching share of \$150,000 by the City for a total of \$300,000 for Major Road slab replacements.

As these are new funds brought forward by the Board, a budget amendment appropriating \$300,000 in expenditures and \$150,000 in local contribution revenues (net \$150,000) is required in the 2016-17 Capital Projects Fund.

Recommendation:

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of County Road Commissioners for Oakland County (Board) for 2016 Concrete Slab Replacement on various County Roads in the amount of \$300,000 and approve a budget appropriation of \$300,000 in expenditures with \$150,000 in local contributions to the 2016-17 Capital Projects Fund budget. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

COST PARTICIPATION AGREEMENT

CONSTRUCTION

2016 Concrete Slab Replacement

Various County Roads

City of Troy

Board Project No. 53341

This Agreement, made and entered into this ____ day of _____, 2016, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed various concrete slab replacements on various county roads, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$300,000; and

WHEREAS, the parties hereto have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY shall forthwith undertake and complete the PROJECT, as above described, under Road Commission for Oakland County permit; and shall perform or cause to be performed all preliminary engineering, construction engineering, and administration in reference thereto.
2. The actual total cost of the PROJECT shall include total payments to the contractor.

3. The COMMUNITY shall comply with the provisions as set forth in Exhibit "B" attached hereto.
4. The COMMUNITY shall comply with the liability and insurance requirements as set forth in Exhibit "C" attached hereto.
5. The estimated total PROJECT cost of \$300,000 shall be shared equally by the BOARD and the COMMUNITY. Each 50% share is estimated to be \$150,000, respectively. The COMMUNITY agrees that any cost overages will be funded 100% by the COMMUNITY.
6. Upon execution of this agreement, the COMMUNITY shall submit an invoice to the BOARD in the amount of \$150,000 (being 100% of the BOARD'S contribution).
 - a. The invoice shall be sent to:

Ms. Julie Enders, Engineering Aide
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025
7. Upon receipt of said invoice, the BOARD shall pay to the COMMUNITY the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE
COUNTY OF OAKLAND
A Public Body Corporate

By _____

Its _____

CITY OF TROY

By _____

Its _____

EXHIBIT A

2016 Concrete Slab Replacement

Various County Roads

City of Troy

Board Project No. 53341

Concrete slab replacement on various county roads.

ESTIMATED DESIGN COST

Total Project Cost

\$300,000

COST PARTICIPATION BREAKDOWN

	COMMUNITY	BOARD	TOTAL
Contribution	\$150,000	\$150,000	\$300,000
TOTAL SHARES	\$150,000	\$150,000	\$300,000



CITY COUNCIL AGENDA ITEM

Date: June 2, 2016
To: Brian Kischnick, City Manager
From: David Roberts, Fire Chief
Subject: Michigan MABAS Agreement Modification

Background

The City of Troy has been a participant in the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) since 2007. The MI-MABAS is an inter-local agreement that allows municipal fire departments to join together to address disasters or significant threats to public health and safety. MI-MABAS has several divisions, and Troy participates in Oakland County MABAS Division 3201, which has three special operations teams - the hazardous materials response team; the technical rescue team; and the incident management team. These teams are deployed to handle specialized incidents in support of the requesting jurisdiction where the incident occurs.

MI-MABAS is requesting that the Agreement be amended and approved by all participating municipalities. As stated in the attached Explanation of Changes to the Michigan-MABAS (MI-MABAS) Agreement, the purpose of the modification is to add a provision for full cost recovery when a Special Operations Team is deployed. Under the current agreement, the first 8 hours of Special Operations deployment are cost-free to the requesting agency. However, the creation and sustenance of Special Operations Teams can get expensive, and therefore the free eight hours could be cost prohibitive, so the proposed amended agreement provides for the ability to request reimbursement for the entire cost of the deployment of a Special Operations Team.

Financial

There is no immediate financial impact to the City of Troy for signing this amended agreement. If the City requires deployment of a Special Operations Team, then the cost may be more expensive.

Recommendation

City Administration recommends that City Council approve the amended attached agreement.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

EXPLANATION OF CHANGES TO MICHIGAN-MABAS (MI-MABAS) AGREEMENT

The purpose of the new MI-MABAS Agreement is to add a provision under Section 8 for cost recovery regarding Special Operations Teams. The provision now states that a MI-MABAS Special Operations Teams may collect full cost recovery (the first 8 hours may not be for free). This provision allows the respective MI-MABAS Special Operations Teams the ability to invoice for full cost recovery for any response. Due to the expensive nature of creating and sustaining a Special Operations Team (advanced training, specialized equipment, increased number of exercises), it has been recognized that it may be cost prohibitive to allow the first 8 hours of a response to be at no cost.

The specific provisions of the Agreement that have been changed since the 1st Addendum are:

- 1) A sentence has been added to the opening paragraph that reads,
“This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.”
- 2) A new definition has been added under Section II (Definition M) that reads,
“ M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.
- 3) Section 8 has been modified as follows: Changes are in red:

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, **excluding resources for Special Operations Teams**, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. **Requests for a response from any MI-MABAS Special Operations Team shall require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses.** Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

Any questions should be directed to Julie Secontine at 248-431-0274.

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. “Party” means a political subdivision which has entered into this Agreement as a signatory;
- D. “Requesting Party” means any Party requesting assistance under this agreement;
- E. “Assisting Party” means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. “Emergency” means an occurrence or condition in a Party’s jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. “Disaster” means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. “Serious Threats to Public Health and Safety” means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, 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.
- M. 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 to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

Pastor Vince Messina from Woodside Bible Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, May 23, 2016, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:31 PM.

B. ROLL CALL:

- a) Mayor Dane Slater
Edna Abraham
Ethan Baker
Jim Campbell-Absent
Dave Henderson
Ellen Hodorek
Mayor Pro Tem Ed Pennington

- b) Excuse Absent Council Members:

Resolution #2016-05-090
Moved by Slater
Seconded by Pennington

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Campbell at the Regular City Council Meeting of May 23, 2016, due to being out of the county

Yes: Slater, Abraham, Baker, Henderson, Hodorek, Pennington
 No: None
 Absent: Campbell

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Service Commendation Presented by Mayor Dane Slater to Public Works Director Tim Richnak, Retired After 23 ½ Years with the City of Troy (Presented by: Mayor Dane Slater)

C-2 Proclamation to Celebrate the 35th Anniversary of Mothers Against Drunk Driving, the Nation’s Largest Nonprofit Working to Protect Families Against Drunk Driving, Drugged Driving and Underage Drinking Presented by Mayor Dane Slater to State Program Director Tyler MacEachran and Program Coordinator Lisa Radtke (Presented by: Mayor Dane Slater)

This item was removed by City Administration.

C-3 Proclamation From the City of Troy and the Oakland County Commissioners to Recognize May 2016 as Asian Americans and Pacific Islanders Month Presented to Mumtaz Haque, Commissioner, Michigan Civil Rights Commission; Former Commissioner of the Michigan Asian Pacific American Commission and Troy Resident (*Presented by: Mayor Dane Slater and Oakland County Commissioner Wade Fleming*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2016-05-091
Moved by Pennington
Seconded by Henderson

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

Zoning Board of Appeals

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Zoning Board of Appeals:

Term Expires: 4/30/2019

Paul McCown

Term currently held by: Kenneth Courtney

Yes: Abraham, Baker, Henderson, Hodorek, Pennington, Slater
No: None
Absent: Campbell

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Global Troy Advisory Committee, Volunteer Firefighter Incentive Plan Board; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Historic District Committee, Liquor Advisory Committee, Traffic Committee, Volunteer Firefighter Incentive Plan Board, Zoning Board of Appeals

a) Mayoral Nominations:

City Council Took No Action on This Item

b) City Council Nominations:

Resolution #2016-05-092
Moved by Pennington
Seconded by Henderson

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

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Unexpired Term Expires: 9/30/2017

Gretchen Waters

Term currently held by: Vacancy-P. Terry Knight term

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 4/30/2018

William Murray

Term currently held by: Daniel Bliss

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 3/1/2019

W. Kent Voigt

Term currently held by: W. Kent Voigt

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 1/31/2019

R. Mitch Huber

Term currently held by: R. Mitch Huber

Volunteer Firefighter Incentive Plan Board

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: No expiration

Brian Kischnick

City Manager

Term Expires: No expiration

Tom Darling

Dir. of Financial Services

Yes: Baker, Henderson, Hodorek, Pennington, Slater, Abraham
No: None
Absent: Campbell

MOTION CARRIED

I-3 No Closed Session Requested

I-4 Proposed Agreement with Troy Historic Society for Operation of Troy Historical Village: Schedule a Study Session to Discuss a Declaration of Public Trust (Introduced by: Allan Motzny, Assistant City Attorney)

Resolution #2016-05-093
Moved by Abraham
Seconded by Hodorek

RESOLVED, That Troy City Council hereby **APPROVES** the 2016 Renewal and Amended Restatement of the Agreement by and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Historic Village and the Mayor and City Clerk

are **AUTHORIZED TO EXECUTE** the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That a Study Session of the Troy City Council is **SCHEDULED** for Monday, September 26, 2016, at 6:00 p.m. to be held in the Council Board Room to discuss issues related to the establishment of a Public Trust designating that real estate, structures, and collections that comprise the Troy Historic Village be held in trust for the benefit of the public.

Yes: Henderson, Hodorek, Pennington, Slater, Abraham, Baker
No: None
Absent: Campbell

MOTION CARRIED

**I-5 Approval of the Civic Center Market Study Proposal by Gibbs Planning Group
(Introduced by: Brian Kischnick, City Manager)**

Resolution #2016-05-094
Moved by Henderson
Seconded by Hodorek

WHEREAS, The City Council adopted “Explore the development of civic center property by conducting a market study and developing a concept plan” as one of the 2016 Strategies on March 14, 2016; and,

WHEREAS, The City of Troy is seeking a professional consulting service to explore the development potential of civic center campus; and,

WHEREAS, The City of Troy recognizes the expertise of Gibbs Planning Group and CORE Partners and the long partnership that the City has had with both organizations;

THEREFORE, BE IT RESOLVED, That the civic center market study **DOES NOT REQUIRE** competitive bidding according to Troy City Charter, Section 12.1 or Troy City Ordinances Chapter 7, Section 5.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the civic center market study proposal submitted by Gibbs Planning Group and CORE Partners at a total cost not to exceed \$200,000.

Yes: Hodorek, Pennington, Slater, Abraham, Baker, Henderson
No: None
Absent: Campbell

MOTION CARRIED

I-6 Resolution in Support of Senate Bill 557

Resolution to Waive City Council Rule #6A AGENDA – Regular Meeting Agenda in Order to Take Action on an Item Not Appearing on the Agenda

Resolution #2016-05-095
Moved by Slater
Seconded by Abraham

RESOLVED, That Troy City Council hereby **WAIVES** City Council Rule #6A AGENDA – *Regular Meeting Agenda* in order to take action on item *I-6 Resolution in Support of Senate Bill 557* as presented.

Yes: Pennington, Slater, Abraham, Baker, Henderson, Hodorek
No: None
Absent: Campbell

MOTION CARRIED

I-6 Resolution in Support of Senate Bill 557

Resolution #2016-05-096
Moved by Slater
Seconded by Henderson

WHEREAS, Senator Marty Knollenberg sponsored Senate Bill 557 amending Public Act 51 to correct unfair funding imposed on municipalities with state highways within their incorporated limits, such as Troy; and,

WHEREAS, City Manager Kischnick provided testimony on Thursday, May 12, 2016, at the Michigan State Transportation Hearing and specifically cited the proposed I-75 project scheduled to begin in 2016, a copy of which is attached to this resolution; and,

WHEREAS, City Manager Kischnick's testimony reveals that based on the cost of the proposed I-75 project, an estimated total cost to the city will be \$9.6 million. Over the 8 year timeline of 2016 to 2024, Troy would be required to contribute \$1.2 million annually; and,

WHEREAS, Senate Bill 557 would correct the unfair funding by removing the burden of the I-75 reconstruction cost from local municipalities that have portions of the trunk line within their borders; and,

WHEREAS, There will be another Michigan State Transportation Hearing to discuss Senate Bill 557 on Thursday, May 26, 2016;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **SUPPORTS** Senate Bill 557, as sponsored by Senator Marty Knollenberg.

Yes: Slater, Abraham, Baker, Henderson, Hodorek, Pennington
No: None
Absent: Campbell

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2016-05-097-J-01a
Moved by Henderson
Seconded by Abraham

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

Yes: Abraham, Baker, Henderson, Hodorek, Pennington, Slater
No: None
Absent: Campbell

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2016-05-097-J-2

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

- a) Special City Council Meeting Minutes-Draft – May 9, 2016
- b) City Council Minutes-Draft – May 9, 2016

J-3 Proposed City of Troy Proclamations:

Resolution #2016-05-097-J-3

RESOLVED, That Troy City Council hereby **APPROVES** the following City of Troy Proclamations:

- a) Asian Pacific Islander Heritage Month – May 2016

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Storm Pump Maintenance and Emergency Repair Services**

Resolution #2016-05-097-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years for storm pump repair maintenance and emergency repair services to the sole bidder meeting specifications; *Kennedy Industries of Wixom, MI*, for an estimated total amount of \$75,000, but not to exceed budgetary limitations, at unit prices contained in the bid tabulation opened May 5, 2016; contract to expire June 30, 2021.

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

J-5 Request for Acceptance of a Permanent Easement for Highway Purposes from Sharrak Petroleum, Inc. – Sidwell #88-20-03-226-013

Resolution #2016-05-097-J-5

RESOLVED, That City Council hereby **ACCEPTS** a permanent easement for highway purposes from Sharrak Petroleum, Inc., owner of the property having Sidwell #88-20-03-226-013.

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

J-6 Private Agreement – Contract for Installation of Municipal Improvements – Bradley Square Condominiums – Project No. 15.924.3

Resolution #2016-05-097-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Robertson Brothers Homes for the installation of Water Main, Sanitary Sewer, Storm Sewer, Paving, Sidewalks, and Landscaping, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Assessment of Delinquent Accounts

Resolution #2016-05-097-J-7

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

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

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

General Fund Invoices	
Including Penalties	\$ 65,696.10
Special Assessments	
Including Penalties & Interest	1,696.50
Water & Sewer Accounts	
Including Penalties	625,204.33

Total \$ 692,596.93

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

J-8 Appointment of SOCRRA Representative and Alternate

Resolution #2016-05-097-J-8

RESOLVED, That Troy City Council hereby **DESIGNATES** Kurt Bovensiep, Public Works Manager as SOCRRA Representative and Emily Frontera, Office Coordinator, as Alternate SOCRRA Representative with the term expiring on June 30, 2017.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Advanced

O. COUNCIL COMMENTS:

O-1 Council Comments

Council Member Henderson introduced a video of Congressman Trott discussing the Troy Historic Village on the House floor.

Council Member Hodorek discussed the History Makers event at the Troy Historic Village.

Council Member Baker announced the Memorial Day celebration in the Veterans' Plaza on Monday, May 29, 2016 at 11:00 AM.

Council Member Abraham discussed the Police Memorial Ceremony that was held on Thursday, May 19, 2016. She thanked the Police Department for a wonderful Open House held on Saturday, May 21, 2016.

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Building Code Board of Appeals-Final – April 6, 2016
- b) Planning Commission-Draft – April 12, 2016
- c) Planning Commission-Final – April 12, 2016
- d) Planning Commission Study Meeting-Draft – April 26, 2016
- e) Planning Commission Study Meeting-Final – April 26, 2016
- f) Building Code Board of Appeals-Draft – May 4, 2016
Noted and Filed

P-2 Department Reports:

- a) Master Plan Update – Approval of Draft Master Plan
Noted and Filed

P-3 Letters of Appreciation:

- a) To Chief Mayer from Ben Landau Regarding Officer Assistance with Loss Prevention a Somerset Collection
- b) To the Troy Police Department from Kristin Supancich of Kelly Services Regarding Participation in Take Your Child to Work Day
Noted and Filed

P-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) Oakland County Board of Commissioners Resolution Designation of May 2016 as Asian and Pacific American Heritage Month in Oakland County
Noted and Filed

P-5 State of Michigan Notice of Hearing for the Customers of DTE Electric Company Case No. U-17680-R Regarding Revenue Reconciliation

Noted and Filed

P-6 State of Michigan Notice of Hearing for the Natural Gas Customers of Consumers Energy Company Case No. U-18077 Regarding Revenue Reconciliation

Noted and Filed

Q. COMMENTS ON ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION:

R-1 No Closed Session Requested

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:32 PM.

Mayor Dane Slater

M. Aileen Dickson, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: June 3, 2016

To: Brian Kischnick, City Manager

From: Thomas Darling, Director of Financial Services
MaryBeth Murz, Purchasing Manager
Lisa Burnham, Accounting Manager
Jeanette Menig, Human Resources Director
Lynne Lambert, Human Resources Coordinator

Subject: Award Standard Purchasing Resolution 3 - Exercise Renewal Option – Workers' Compensation Insurance Renewal for Fiscal Year 2016/2017

History

- The Michigan Municipal League Workers' Compensation Fund currently provides Workers' Compensation coverage to the City. The Michigan Municipal League (MML) has provided this coverage since 1978.
- The City of Troy is among the MML Workers' Compensation Fund's largest Members but there are five Members with premiums larger than the City of Troy's premium.
- MML provides coverage to more than 900 *public* entities throughout Michigan. This non-profit group was started in 1977.
- The MML Workers' Compensation Fund was started because the standard market did not want to write workers' compensation coverage for police and fire and the rates were incredibly high. The rates of the MML Workers' Compensation Fund are less than half of those of the standard insurance carriers that write workers' compensation coverage.
- MML has an outstanding Pay Lag rating of 10 days as compared to the industry average which is 17 days.
- The Workers' Compensation Fund and Stop/Loss Analysis is audited annually by the State of Michigan.
- The Workers' Compensation Audit details can be found on the State of Michigan website; www.michigan.gov/wca.
- In 2003 city management in conjunction with insurance consultant Angelo J. Zervos conducted a study regarding Workers' Compensation Insurance and recommended subsequent annual renewal(s) with the MML Workers' Compensation fund based on the following reasons:
 - Comparison of historical costs demonstrate that the MML Workers' Compensation Fund was lower in cost than self-insurance.
 - The MML Workers' Compensation Fund has special expertise in governmental insurance.
 - Existing claim handling and loss control Meadowbrook Insurance is of high quality.



CITY COUNCIL AGENDA ITEM

History (continued)

- The MML Workers' Compensation Fund has returned (to Members) an average of 30% of premium dollars paid.
- The State of Michigan requires the City of Troy to provide workers' disability compensation under Public Act 317 of 1969.
- The MML in conjunction with Meadowbrook Insurance as the Third Party Administrator *continues* to consistently provide:
 - Legal expertise, Defense and related expenses
 - Loss Control Consultation and Expertise
 - Medical Bill Review that mitigates medical expenses. MML provides an average of 56-59% net savings below the billed amount due to its proactive bill review and pharmacy benefits programs.
 - Claims handling services which is very specific to municipalities and specific to the City of Troy
 - Timely customer service to City management and injured employees
 - Responsive services that assist City staff communication with employees, administration and Council.
 - Knowledge specific to the City of Troy claims including long-term claims
 - When in the City's best interest they actively monitor and initiate settlement on the City's behalf.

Purchasing

The bid process is waived for the following reasons:

- The City has over 30 years of claims history with the MML Workers' Compensation Fund; which *last* year resulted in a very low Experience Modifier of .85. An Experience Modifier less than 1.00 is a positive indicator and rating which nets the City a discount; as detailed by year below.
- The Experience Modifier is calculated based on 3.5 years of claims and payroll history by classification.
- This year's Declaration Page, which is attached details the City's Experience Modifier at 1.01.
- The Experience Modifier increased because of the cost increase in 2012 claims and also because of the 1.86% increase in payroll. Claim detail by year is attached.
- Note that since the Experience Modifier is calculated on a 3.5 year basis; the 2012 claims (that totaled over 56% of the total claims used to calculate the Experience Modification Factor for 2016) will fall off next year so the Experience Modifier should again be well below 1.0 next fiscal year.
- The City of Troy continues to benefit from the expertise of MML in the unique provisions of Workers' Compensation that specifically apply to Police Officers and Firefighters.
- If the City were to enroll with a different carrier the experience modifier would be reset which would result in an additional cost to the City. Current dividends would be frozen for a minimum of 2 - 3 years.



CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- A different carrier would necessitate City management to work with multiple Third Party Administrators. New claims would be administered by the new insurance company and existing claims would still be handled by MML.

Financial

- The City is in receipt of the renewal package from the Michigan Municipal League Workers' Compensation Fund which includes a dividend credit attributable to Fund members overall.
- The City will receive a dividend credit of \$136,036.00.
- The renewal premium for FY 2016-2017 is \$474,659.00 (net of dividend credit). Premium history is detailed below:

	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
Total Standard Premium	\$535,492	\$494,519	\$530,876	\$576,039	\$616,527	\$651,507
Experience Modifier	1.01	1.02	0.97	0.86	0.85	1.01
Experience Modifier Credit	\$5,355	\$9,890	-\$15,926	-\$80,645	-\$92,479	\$6,515
Size of Premium Credit	-\$38,689	-\$35,956	-\$36,746	-\$35,280	-\$37,429	-\$47,477
Expense Constant	\$150	\$150	\$150	\$150	\$150	\$150
Total Estimated Premium	\$502,308	\$468,603	\$478,354	\$692,114	\$486,769	\$610,695
Dividend Credit	-\$165,959	-\$199,196	-\$222,443	-\$158,002	-\$156,292	-\$136,036
Net Estimated Annual Premium	\$336,349	\$269,407	\$255,911	\$302,262	\$330,477	\$474,659

- The annual rate changes every year but rates are stable from year to year.
- Premium cost fluctuates predicated upon the City payroll and employees by classification and employees by classification in the higher risk classes such as Street Operations, Fire, Police and Building Operations.
- The relevant indicator is the Experience Modifier which reflects the City's performance with loss/control, return to work program and overall safety training and performance. Note, the City's improvement over the past 3 years as indicated by the Experience Modifier and the Experience Modifier credit.
- Funds are available in the Workers' Compensation Fund. For FY 2016/2017, the City budgeted \$494,000.00 for the premium cost.



CITY COUNCIL AGENDA ITEM

Recommendation

City management recommends it is in the City's best interest to waive the bid process and to continue the relationship with the Michigan Municipal League Workers' Compensation Fund. It is recommended that City Council approve the renewal of the City's Workers' Compensation Fund for the net cost of \$474,659.00 as detailed in the attached Michigan Municipal League Workers' Compensation Fund Declaration Page for Fiscal Year 2016/2017.

City of Troy

Claim Year	Mod Year 2015	Mod Year 2016
2011	\$ 24,736	
2011	\$ 11,135	
	\$ 31,505	
	\$ 11,550	
	\$ 10,869	
	<u>\$ 89,795</u>	
2012	\$ 24,736	\$ 71,148
2012	\$ 18,869	\$ 18,869
	\$ 14,060	\$ 14,060
	\$ 25,336	\$ 25,336
	\$ 110,931	\$ 293,121
	\$ 25,220	\$ 25,220
	\$ 16,880	\$ 19,741
	\$ 10,920	\$ 10,920
	\$ 13,186	\$ 13,186
	<u>\$ 260,138</u>	<u>\$ 491,601</u>
2013	\$ 32,571	\$ 32,721
	\$ 42,093	\$ 39,726
	\$ 11,616	\$ 11,616
	\$ 13,103	\$ 13,103
	<u>\$ 99,383</u>	<u>\$ 97,166</u>
2014	\$ 34,401	\$ 32,486
	\$ 25,159	\$ 17,914
		\$ 46,577
	<u>\$ 59,560</u>	<u>\$ 96,977</u>
2015		\$ 28,176
		\$ 56,489
		\$ 29,987
		\$ 54,154
		\$ 19,843
		<u>\$ 188,649</u>
Total	<u>\$ 508,876</u>	<u>\$ 874,393</u>

Michigan Municipal League Workers' Compensation Fund

05/02/2016

Declaration Page

5000410-16

City of Troy
 Attn: Lisa Burnham
 500 W. Big Beaver
 Troy, MI 48084

Coverage Period 7/1/2016 to 6/30/2017
 RENEWAL

Class Code	Class Description	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Premium
5509-00	Street Operations	1,354,800	7.38	99,984
7520-00	Water Operations	1,568,800	3.74	58,673
7704-01	Firefighters	860,790	4.22	36,325
7704-02	Volunteer/On-Call Firefighters	61,600	7.85	4,836
7720-01	Police Officers	10,541,206	2.82	297,262
8395-00	Garage Operations	756,600	3.38	25,573
8810-01	Clerical-Office	6,235,800	0.45	28,061
8810-02	Elected Officials	36,400	0.24	87
8810-03	Libraries & Museums: Prof/Clerical	1,532,700	0.30	4,598
8820-00	Attorneys/Judges	392,000	0.32	1,254
9015-00	Building Operations	479,600	4.12	19,760
9102-00	Parks & Recreation	1,617,800	3.01	48,696
9103-00	Crossing Guards	29,600	3.76	1,113
9104-00	Lifeguards	313,600	1.89	5,927
9410-00	Municipal Employee	1,975,300	0.98	19,358
	Totals:	\$27,756,596		\$651,507

Coverage Amount

Employers Liability: \$500,000
 Workers' Compensation: STATUTORY

Premium To Be Billed on Installments: \$474,659

Total Standard Premium	\$651,507
Increased Employers Liability Limit	\$0
Experience Modifier: 1.01	\$6,515
Modified Premium	= \$658,022
Size of Premium Credit	(\$47,477)
Expense Constant	\$150
Total Estimated Premium	= \$610,695
(Dividend Credit)	(\$136,036)
NET ESTIMATED ANNUAL PREMIUM	= \$474,659



CITY COUNCIL AGENDA ITEM

Date May 26, 2016

TO: Brian Kischnick, City Manager

FROM: Kurt Bovensiepe, Interim Public Works Director

SUBJECT: Authorization to Participate in WaterTowns Initiative

History

The Clinton River Watershed consists of 760 square miles, which includes 4 counties and 72 communities. The Clinton River is a gateway to Lake St. Clair and is protected by the Clinton River Watershed Council (CRWC). For over 44 years, the CRWC has been providing opportunities to communities in its district to assist in the protection of this natural resource. The City of Troy has been a member of the Clinton River Watershed Council for over 15 years. As a member, the city was contacted to participate in an initiative called WaterTowns. WaterTowns is an initiative that uses local college graduates and an assigned professor to conceptually design green infrastructure improvements to municipal facilities. The city would receive conceptual site plans showing suggested green infrastructure improvements, artistic renderings of suggested green infrastructure improvements, storm water volume reduction estimates, and generalized cost estimates. This service is provided at no cost to the city and there is no obligation to the city to fulfil the proposed plans. After meeting with representatives from WaterTowns, the selected sites include Brinston Park, Raintree Park, and the Police and Fire Training Center.

Options:

City Administration suggests approval of a resolution to participate in the WaterTowns initiative with the understanding there will be no cost to the city and no obligation to construct any proposed design.



CITY COUNCIL AGENDA ITEM

Date: May 27, 2016

To: Brian Kischnick, City Manager

From: Gary G. Mayer, Chief of Police (Introduced By); Keith Frye, Captain;
Frank Nastasi, Lieutenant. *FK*

Subject: Agreement for IT Services between Oakland County and City of Troy

History

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multifaceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

The purpose of CLEMIS is to provide innovative technology and related services to public safety agencies to enable them to share data and to improve the delivery of criminal justice and public safety services. The benefits CLEMIS provides allow first responders additional time to serve and protect citizens. Police agencies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. The following are a few highlighted applications CLEMIS provides to enhance police services:

- Enhanced 9-1-1 system used to dispatch police, fire, and medical responders
- Auto-Impound Management System
- Computer Aided Dispatch (CAD)
- Vehicle crash reporting system
- Crime mapping and analysis to determine crime trends and hotspots to improve resource allocation.
- OakVideo which provides video arraignments
- Online Citizen's police reporting system
- Leads online
- Records management
- 24 X 7 service center and help desk

Every law enforcement agency in Oakland County participates in CLEMIS as do many other agencies outside of Oakland County, including the Michigan State Police, FBI, and ICE. The City of Troy has been a participating member of CLEMIS since 1982 when Oakland County began offering its system to local municipalities and courts. In fact, Troy is one of the original members of CLEMIS.

Oakland County determined that the CLEMIS Agreement needed to be updated and applied uniformly to all participating users of the system, including the City of Troy. Oakland County last



CITY COUNCIL AGENDA ITEM

updated the CLEMIS Agreement with the City of Troy in 1997. The proposed Agreement is the product of work sessions in which the City Attorney's Office participated along with attorneys from several neighboring communities, including Royal Oak, Bloomfield Township, and Northville, among others.

Financial

This agreement for IT services does not include any financial changes.

The 2015/16 cost for the CLEMIS system for the Troy Police Department is \$54,300 which was budgeted in the Troy Police Department's contractual services account. This cost includes over 20 applications and services. Additionally, Oakland County contributes \$1.4 million dollars per fiscal year to the CLEMIS fund.

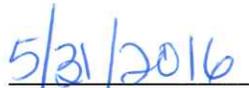
Recommendation

The City of Troy has benefitted from its relationship with Oakland County and the CLEMIS system for over 33 years. There are no changes in services or costs with this updated agreement. It is recommended that this agreement for IT Services be approved. By the terms of the Agreement, only Exhibits V and X and Addendum A are incorporated. The remaining Exhibits cited at section 1.10 of the Agreement do not apply to the City of Troy.

City Attorney's Review as to Form and Legality



Lori Grigg Bluhm, City Attorney



Date

PROPOSED RESOLUTION

WHEREAS, The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multifaceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications; and,

WHEREAS, Oakland County has recently created and modified its CLEMIS Agreement with all of the participating municipalities as well as all end-users of the system, and is requiring all CLEMIS users to sign new CLEMIS Agreements for the continuation of their services, and

WHEREAS, the City of Troy has been a participating member of CLEMIS since the County-wide database system was established in 1982 and is one of the 46 original members of CLEMIS.

NOW, THEREFORE BE IT RESOLVED that Troy City Council hereby **APPROVES** the attached five (5) year agreement for I.T. Services and authorizes the Mayor and City Clerk to execute the Agreement. A copy of the Agreement shall be **ATTACHED** to the original minutes of the City Council meeting.

BE IT FURTHER RESOLVED that Police Chief Gary Mayer is the designated primary CLEMIS point of contact, and Administrative Services Lieutenant, Frank Nastasi, is the secondary CLEMIS point of contact, as required by paragraph 1.7 of the Agreement.

BE IT FURTHER RESOLVED that Troy Police Chief Gary Mayer is authorized to make administrative modifications to Addendum A, if necessary, for the purpose of accommodating new technology or addressing other administrative matters, as long as the modifications do not increase the overall cost or terms of the Agreement.

**AGREEMENT FOR I.T. SERVICES 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, 500 W Big Beaver Rd, Troy, MI 48084 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **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.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Public Body** means the City of Troy, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
 - 1.6. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and 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 have access to the I.T. Services 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.

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.5. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.6. **Email Service** means access to the designated application provided by County for sending and receiving electronic mail messages by Public Body.
 - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
 - 1.8.8. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

- 1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

- Exhibit I: Online Payments
- Exhibit II: Pay Local Taxes
- Exhibit III: Web Publishing Suite
- Exhibit IV: Internet Service
- Exhibit V: Oaknet Connectivity
- Exhibit VI: Email Service
- Exhibit VII: Health Portal
- Exhibit VIII: Over The Counter Payments
- Exhibit IX: Data Center Use and Services
- Exhibit X: CLEMIS

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in V and X which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**

- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.

- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurers – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due 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.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. 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 County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. **ASSURANCES.**

- 6.1. 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.
- 6.2. Except as provided for in Section 5.6, 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.
- 6.3. 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.

- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
 - 6.5. 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.
 - 6.6. 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.
 - 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
7. **DISCLAIMER OR WARRANTIES.**
- 7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
 - 7.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
 - 7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
8. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
10. **TERMINATION OR CANCELLATION OF AGREEMENT.**
- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
 - 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
 - 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
12. **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.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
14. **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.
15. **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.
16. **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.
17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of 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 in the Exhibits or other documents that comprise this Agreement.
18. **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.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

20. **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.
 - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to Public Body, it shall be addressed to: Ryan Wolf, City of Troy, 500 W Big Beaver Rd Troy, MI 48084.
 - 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
21. **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.
22. **ENTIRE AGREEMENT.**
 - 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
 - 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Dane Slater hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, 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: _____ DATE: _____
Dane Slater,
Mayor

City Clerk

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, Michael J. Gingell, 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: _____ DATE: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT V
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
3. County shall provide a single port by which Public Body may connect its internal network to OakNet
4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County’s Information Technology (I.T.) Department.

SERVICE ACCESS

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County’s normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County’s normal business hours may not be responded to until the resumption of County’s normal business hours.

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and complies with this Agreement.

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EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
 - 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
 - 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
 - 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the Chief of Police on behalf of the City of Troy. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
 - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
 - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
 3. **PUBLIC BODY RESPONSIBILITIES.**
 - 3.1. **Execution of Exhibit V.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit V to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
 - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
 - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
 - 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list

to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
 - 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
 - 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
 - 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
 - 3.9. **Data Update/Expungement/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
 - 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
 - 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
 - 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
 - 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
 - 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will

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EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.

4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.**

County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act (“FOIA”) requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body’s data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County’s response to the FOIA request or court order.

4.3. **Continuous Access to Public Body Data by Third Parties.**

4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body’s data.

4.3.2. County shall provide and shall continue to provide access to Public Body’s data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body’s data shall stop. Upon receipt of this notice, County shall promptly stop the third party’s access to Public Body’s data and shall use its best efforts to stop third party access to Public Body’s data on the date requested by Public Body.

4.3.3. In order to effectuate the third party’s continuous access to Public Body’s data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body’s data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.

4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body’s data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.

4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body’s data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA

made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.**

If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets,

Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
 - 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**
 - 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
 - 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
 - 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation

from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

Tier 1

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 2

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 2.5

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 3

16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)

19 or more FTE's 6 – 18 FTE's 1 – 5 FTE's

Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: receives ticket data.

OPT-OUT of CLEMIS Citation Payment Application

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

District Court outside Oakland County

Pays CLEMIS Fee: receives ticket data.

OPT-OUT of CLEMIS Citation Payment Application

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

Circuit Court (outside Oakland County - does not contribute any data)

Prosecutor Office (outside Oakland County, does not contribute any data)

FRMS Participant (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

- Mobile Data Computers ("MDC")**
 WITH County provided wireless WITHOUT County provided wireless
 CAD Only WITHOUT County provided wireless

- Livescan**
 WITH printer WITHOUT printer

- Mugshot**
 Capture Station and Investigative Investigative Only

- Jail Management**
 CLEMIS Member located in Oakland County
 CLEMIS Member located outside Oakland County

- OakVideo** (CLEMIS Member located outside Oakland County)

- Crime Mapping Application**

Vendor Name: The Omega Group, Inc.
Address: 5160 Carroll Canyon Road, Suite 100, San Diego CA 92121
Contact: Chris Baldwin, Sales Executive Phone: (858) 349-2012
Email: chris@theomegagroup.com

- Pawn Application**

- Fire Records Management System In Oakland County**
 Phase I Phase II

- Fire Records Management System Outside Oakland County**

- Fire Department Data Extract** (Provide third party vendor information below)
 In Oakland County Outside Oakland County

Vendor Name: _____
Address: _____
Contact: _____ Phone: _____
Email: _____

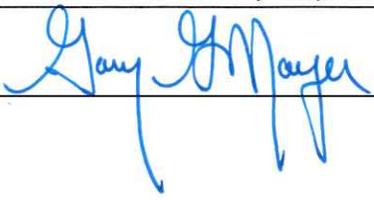
- CRASH Report Payment Amount: \$** _____

- Enhanced Access Fee Disbursement Instructions**
 Disbursement when Requested Disbursement Quarterly
Make Check Payable to: _____

- OPT-OUT of Exhibit V (OakNet Connectivity)** OakNet connectivity is not needed

COUNTY: _____
CLEMIS Division Manager _____ Date

PUBLIC BODY: _____ City of Troy _____
Title/Name: _____ Police Chief, Gary Mayer _____

Signature:  _____
Date: May 31, 2016 _____

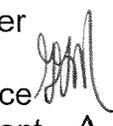
(to be completed by Public Body)



CITY COUNCIL AGENDA ITEM

Date: June 1, 2016

To: Brian Kischnick, City Manager

From: Gary G. Mayer, Chief of Police 
Michael D Szuminski, Sergeant 

Subject: Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT) with the City of Auburn Hills, the Charter Township of Bloomfield, the City of Bloomfield Hills and the City of Birmingham

History

The Troy Police Department Traffic Safety Specialists are responsible for investigating serious injury and fatal crashes that occur within the City of Troy. This specialty started in the 1970's and was comprised solely of trained Troy Police Officers. On October 11, 2010, the Troy City Council approved an Interlocal Agreement (Resolution #2010-10-226) improving the efficiency of the Traffic Safety Specialists by allowing them to become a cooperative concept through the addition of similarly trained and qualified officers from the Auburn Hills and the Bloomfield Township Police Departments. This cooperative effort became known as the Troy Police Department Crash Investigation Team (CIT). On December 15, 2014 City Council approved an amended Interlocal Agreement (Resolution #2014-12-164) adding the Bloomfield Hills Police Department to the agreement and changing the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT).

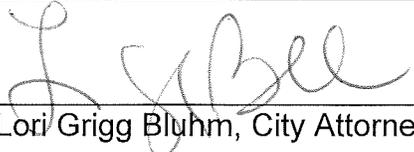
The City of Birmingham Police Department has expressed interest in committing similarly trained and qualified officers to become members of SOCCIT.

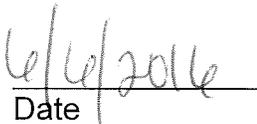
A resolution by the City Council exercising approval of the Amended Interlocal Agreement between the City of Troy, the City of Auburn Hills, the Township of Bloomfield, the City of Bloomfield Hills and the City of Birmingham is required.

Recommendation

It is recommended that the Amended Interlocal Agreement be approved as written.

City Attorney's Review as to Form and Legality


Lori Grigg Bluhm, City Attorney


Date

Suggested Resolution

Resolution #2016-

Moved by

Seconded by

WHEREAS, Troy City Council approved resolution 2010-10-226 to allow the City of Troy to enter into an Interlocal Agreement with the Auburn Hills Police Department and the Bloomfield Township Police Department to establish the Crash Investigation Team (CIT) and

WHEREAS, Troy City Council approved resolution 2014-12-164 to allow the City of Troy to enter into an amended Interlocal Agreement to include the City of Bloomfield Hills in the Crash Investigation Team (CIT) and changing the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT):

WHEREAS, the Bloomfield Hills Police Department has expressed an interest in becoming a participating agency in the South Oakland County Crash Investigation Team (SOCCIT); and

WHEREAS, An Amended Interlocal Agreement will outline the purpose, responsibilities, and liability of each of the participating agencies; and

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT); and

BE IT FURTHER RESOLVED, That the Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the Amended Interlocal Agreement on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

Absent:

MOTION CARRIED / DENIED

AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM

THIS INTERLOCAL AGREEMENT entered into by and between the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 ("Troy"), the City of Auburn Hills, 1827 North Squirrel Rd., Auburn Hills, MI 48326 ("Auburn Hills"), the Charter Township of Bloomfield, 4200 Telegraph Rd., Bloomfield Hills, MI 48303 ("Bloomfield"), the City of Bloomfield Hills, 45 E. Long Lake, Bloomfield Hills, MI 48304 ("Bloomfield Hills"), and the City of Birmingham, 151 Martin Street, Birmingham, MI 48009 ("Birmingham"), all located in the County of Oakland, State of Michigan, collectively referred to as the "Parties", or "Party" shall govern participation in the South Oakland County Crash Investigation Team (hereafter "SOCCIT").

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, being MCL §124.501 et seq. provides that public agencies may exercise jointly any power, privilege, or authority that each agency may exercise separately; and,

The Parties have decided that it is in the best interest of such local governmental unit to participate in the South Oakland County Crash Investigation Team, to exercise such additional powers, functions, duties, and responsibilities granted to the SOCCIT and imposed upon it by this Agreement; and,

The Parties endeavor to realize and benefit from each other's Police Department's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual governmental unit by participating in the SOCCIT; and,

The Parties share concerns regarding the impact of traffic crashes on the commuting public and businesses within each community and the positive outcomes of an efficient crash investigation.

The Parties endeavor to realize and benefit from each officer's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Agency by participating in the SOCCIT.

THEREFORE, IN CONSIDERATION OF THE FOREGOING, the Parties agree to this Amendment to Interlocal Agreement as set forth below.

AGREEMENT

Based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

1. The SOCCIT will perform the activities and duties described below:
 - a. Combine officers from each jurisdiction when possible to assist with the investigation of fatal crashes.
 - b. Combine officers from each jurisdiction when possible to assist with the investigation of serious injury crashes resulting in serious impairment of a body function where there is the probability of criminal prosecution. Serious impairment of a body function is defined in section 257.58c of the Michigan Motor Vehicle Code.
 - c. Combine officers from each jurisdiction when possible to assist with the investigation of a large scale crash such as a multi-vehicle pileup on a freeway.
 - d. SOCCIT officers will attend combined training sessions to maintain proficiencies in various areas of crash investigation.
 - e. Evaluate opportunities to reduce costs to each agency by sharing expenses regarding the purchase of crash investigation equipment.

2. To accomplish the objectives of the SOCCIT, the City of Auburn Hills Police Department (AHPD), the Charter Township of Bloomfield Police Department (BTPD), City of Troy Police Department (TPD), City of Bloomfield Hills Department of Public Safety (BHDPS) and City of Birmingham Police Department (BPD) agree to detail at least one (1) officer with advanced accident investigation training when requested by a Party to this agreement. During this period of assignment, the agency having jurisdiction where the crash occurred shall maintain all supervisory responsibilities for the crash scene.

- a. Crash investigation officers assigned to the SOCCIT shall work under the authority of the requesting agency having jurisdiction over the crash scene.
- b. Officers assigned to the SOCCIT shall have received certification in Accident Investigation level I and II at a minimum.
- c. The agency having jurisdiction over the crash scene where any alleged misconduct has taken place will conduct investigations of misconduct by SOCCIT personnel and will assist each participating agency by investigating any allegations of misconduct by a SOCCIT officer relating to his or her SOCCIT activities. Any finding of misconduct by a SOCCIT

officer will be referred to the respective agency for appropriate administrative action.

3. Each Party will provide their own office space and necessary resources for their own SOCCIT officers to finalize their investigation and storage of their respective agencies crash investigation equipment.

4. In no event will any Party to this agreement charge any costs to an agency covered by this agreement for the administration or implementation of this Agreement.

5. No Party is obligated under this Agreement to use SOCCIT resources exclusively and is expressly allowed to seek other similar venues on an as needed basis without violating this Agreement.

6. This Agreement shall remain in effect until terminated by all of the Parties. Any Party may terminate its participation under this Agreement by giving thirty (30) days written notice to the Parties. Any department may terminate this Agreement if it is no longer in the best interest of their agency to continue the same or for any other reason.

7. Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or services, activities or duties performed under this Agreement. Each Party shall be responsible for all benefits for its officers, including, but not limited to, wages, salaries, disability payments and/or benefits, pension benefits, worker's compensation claims and/or benefits, including derivative benefits, dependent benefits or other benefits relating to disability and worker's compensation, and claims for damages to or destruction of its own equipment or its officer's clothing, and claims for its own officer's medical expenses.

8. Each participating agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified and otherwise protected when acting within the participating agencies' respective corporate limits.

9. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claim, damage or liability arising out of or stemming from an act or action of a party.

10. Within ten (10) days from the execution of this Agreement, each Party shall provide a Certificate of Insurance, acceptable to the other Party, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by activities or duties performed under this Agreement by any Party. Each Party agrees to keep said insurance coverage in full force

and effect for the term of this Agreement. Each Party shall submit to the other Party, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the other Party. Any Certificate of Insurance shall name the other Parties as additional insureds and contain the following cancellation notice:

"Should any of the above described policies be cancelled before the expiration date thereof, the Issuing insurer will mail 30 days written certificate holder."

Any Party may request a copy of said insurance certificate at any time.

During this Agreement, failure to produce a certificate of insurance within twenty (20) days of a request by a Party may allow the requesting Party to terminate this Agreement.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to the lapsing Party at any time such a lapse in coverage exists.

11. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Party. The Parties acknowledge that they have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

12. This Agreement shall be in full force and effect and is legally binding upon each Party at such time as it is signed and certified by all Parties.

13. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of the Parties. The effective date of any amendment all be the date as of which the last of the necessary Parties has approved the amendment.

14. This Agreement shall remain in full force and effect and shall bind the Parties executing the Agreement and said governing body of the Party adopting a resolution giving its approval to this Agreement until terminated as provided in this Agreement.

15. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

16. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under 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 this Agreement shall be brought in the 6th Judicial Circuit Court, Oakland County, Michigan where jurisdiction and venue are proper.

17. The Recitals shall be considered an integral part of this Agreement.

18. The Parties agree that they shall promptly deliver to the other Parties written notice and copies of any claims, complaints, charges, or any other accusations or

allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Parties become aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan Court Rule, the Parties agree to cooperate with one another in any investigation conducted by the other Party or Parties of any acts or performances of any activities under this Agreement.

19. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Services. All notices under this Agreement are to be sent to the Chief of Police of each of the Parties.

20. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same Instrument.

21. The SOCCIT Board shall have the power to determine if a nonparticipating Agency police department should be allowed to join SOCCIT as a Participating Agency, but only if that police department is a governmental unit of Oakland County, Michigan and has petitioned the SOCCIT Board of Directors for membership. The SOCCIT Board of Directors may approve membership for the Petitioning Agency conditioned upon the governmental unit obtaining a certified resolution of its legislative body which approves this Agreement and authorizes the appropriate signatory to execute the Binder Agreement attached hereto and incorporated herein as Exhibit. Execution of that Binder Agreement results in the acceptance of all terms and conditions set out in this Agreement. The certified resolution and an executed copy of the Binder Agreement shall be presented to the SOCCIT Board of Directors for vote to determine if the Board of Directors authorizes the Coordinator and/or Assistant Coordinator to execute the Binder Agreement on behalf of SOCCIT. If the Petitioning Agency has been conditionally approved for membership, but the SOCCIT Board of Directors is not given certified resolutions and an executed copy of the Binder Agreement within six (6) months after the date of conditional approval, the conditional approval becomes null and void and a Petitioning Agency must file a new request for membership. A two-thirds (2/3) vote of the total number of Participating Agencies is required to authorize the execution of the Binder Agreement and accept the Petitioning Agency as a member of SOCCIT. Membership will become effective after execution of Binder Agreement by the authorized representatives of the Petitioning Agency and SOCCIT.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day of _____ 2016.

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

CITY OF BIRMINGHAM

By: _____
Its: _____
Dated: _____

CITY OF TROY

By: _____
Its: _____
Dated: _____

CITY OF BLOOMFIELD HILLS

By: _____
Its: _____
Dated: _____



CITY COUNCIL AGENDA ITEM

Date: June 7, 2016

To: Brian Kischnick, City Manager

From: Kurt Bovensiep, Public Works Director
Elaine S. Bo, Recreation Director

Subject: Revised Facility Usage Policy

History

The Parks and Recreation Divisions are responsible for overseeing the facility rental and the associated activities within City of Troy Parks. Over the last several years, both divisions have seen an increase in request by organizations outside of Troy to use park facilities for special events. The current Facility Usage Policy, which was adopted by City Council in 1998 (RES# 98-223), was restrictive towards these types of events. The Parks and Recreation Divisions proposed a change to the current usage policy to the Parks and Recreation Advisory Board, which was approved on the April 28, 2016 meeting. The proposed changes included;

- Combines the special usage policy and the facility usage policy into one document. Formerly, these were two separate documents.
- Allows non-Troy based organizations use of facilities. The current guidelines do not allow for events that may have a benefit to the city, but do not meet the current criteria such as tournaments or other large events.
- Establishes an application fee for non-resident applicants.
- Establishes a rental rate for large scale events of \$1,000 a day.

The proposed changes still allows current Troy based organizations to have preference to the facilities and staff looks at the potential displacement of these activities before approving a permit for a non-Troy based organization.

Options:

City Administration suggests approval of the revised Facility Usage Policy, which was also approved by the Parks and Recreation Advisory Board on April 28, 2016.



City of Troy

Facility Usage and Standards for Issuance of Special Use Permits in Parks

This Policy Statement on Facility Use and Special Use Permits covers facility usage and all special uses in the City of Troy parks.

Park Shelters

Park Shelters are available to be reserved May-September. Brinston, Boulan, Firefighters, Milverton, Raintree and Jaycee Parks and the Civic Center have shelters.

Complete policies and rental information can be found at

www.troymi.gov/PlayHere/Outdoor/Parks/ParkShelterRental or by calling 248.524.3484

Non- reserved areas which require no permit

When not reserved for leagues or lessons, the following facilities may be used by Troy residents and their guests on a first come-first served basis:

- **Tennis courts** - Boulan Park and Civic Center courts.
- **Ball diamonds** - All ball diamonds except Flynn #1 and Boulan #1
- **Sand volleyball courts** - Boulan Park, Firefighters Park, Jaycee Park, and Raintree Park.
- **Soccer fields are not permitted for general use.** Soccer and lacrosse teams may use open areas not designated for soccer use.
- **Cricket** – Community Center, 3500 John R

Troy Family Aquatic Center

Rental of the entire aquatic center is available as well as shelter rentals. For further information, contact the Recreation Department at 248.524.3484 or

www.troymi.gov/PlayHere/Outdoor/AquaticCenter/RentalsandParties

Community Center

Meeting and banquet rooms, gyms, and the pool area are available to rent. For more information, contact the Recreation Department at 248.524.3484 or

www.troymi.gov/PlayHere/Outdoor/Recreation/MeetingsBanquetsandParties

Team Use of Athletic Fields

Use of athletics fields is permitted for youth team games. Teams must be comprised of 75% residents. Contact the Recreation office at 248.524.3484.

Special Use Permits (the remaining document pertains to special use permits)

Special Uses are defined as activities which are not directly related to the day-to-day operations of the City of Troy, but may occur on park land.

Priority usage is reserved for those in Recreation programs, City youth athletic organizations, Troy School District and other residential and business groups.

The Recreation Department, Troy Youth Soccer League, Troy Baseball Boosters and Troy Youth Football have facility priority as providers of recreational activity for the City of Troy.

Facilities are not available to use at all times. Facilities that are used extensively may not be approved for use to allow for maintenance and turf recovery.

Facilities may not be used by groups for the purpose of profit or for fundraising uses by organizations other than non-profit 501C groups. Any event primarily for the personal, financial or corporate gain or commercial promotion will be denied.

Commercial use of facilities is prohibited except by concessionaires, production companies for filming, or others deemed to be in the best interest of the City.

Application

Any organization wishing to sponsor or hold a special event in any City of Troy municipal park will be required to complete the City of Troy Special Park Use Application available at the Recreation Office 3179 Livernois or at: www.troymi.gov/Portals/0/Files/ParksRec/SpecialUseApplication.pdf

Approved Uses

Tournaments
Civic events
Cultural events
Educational events

Standards for Approval

The Parks and Recreation Departments shall issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the special use will not substantially interrupt other regularly scheduled park activities.
- 2) The conduct of the special use will not require the diversion of so great a number of City staff that normal work activity cannot be accomplished.
- 3) The conduct of the special use is not reasonably likely to cause injury to persons or property.
- 4) Adequate sanitation and other required health facilities are or will be made available.
- 5) There are sufficient parking places in the park to accommodate the number of vehicles reasonably expected.
- 6) No special use permit application for the same time and/or location has already been granted.
- 7) The duration of time the reserved area or park is unavailable due to set-up, take down and the event is not so substantial to prevent normal public use for extended periods.

City Services Provided For Special Use

The City may provide support for special uses on the following basis:

A. City Operated Events: The City may operate certain special events directly. The full cost of these events will be funded by the City.

B. Co-Sponsored Events: The City may co-sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image.

C. Non-Profit Events: The City may assist other special uses operated by non-profit organizations. These events must meet the other requirements of the special use policy and must reimburse the City for any City costs. To qualify as a non-profit, the organization must be a non-profit as recognized by the State of Michigan or have 501C3 status. Organizations who have applied for non-profit status may be considered in this category.

D. For-Profit Uses: The City may allow other special uses operated by for-profit sponsors, which are beneficial to the City and the public subject to a rent for the use of the public property, which is approved for each event. These events must meet the other requirements of the special use policy and must reimburse the City for any costs.

E. Civic, Cultural, Educational or Family Celebrations: Use by groups whose function is civic, cultural, educational or family celebrations (graduation, reunions, etc.) may be approved under this policy. These events must meet the other requirements of the Special Use policy and must reimburse the City for any City costs.

Fees for Special Uses

Application Fees

An application fee shall be paid when the application is filed. The fee for Troy based applicants is \$35.00. The fee for organizations based outside Troy is \$250. The application fee is returned if the use is not approved.

Rental Fees

Any organization wishing to hold an event will be charged a daily rental fee of \$1,000/day. The rental fees must be paid 30 days prior to the commencement of the event.

A reduction in fees may be considered for events of a small scale or if co-sponsored by the City.

City Services Fees

Any costs that the city incurs as a result of the event will be charged to the applicant. These charges may include: public safety and public services labor cost, equipment charges, purchased or rented materials, and contracted services.

An administrative fee 20% will be added to all costs.

The applicant will receive an estimate of the City cost with the approved application.

A cash deposit, performance bond or other security acceptable to the City will be required in an amount equal to the amount estimated by the City to be billed for City fees as described above.

Invoices for services shall be issued within thirty (30) days of the event.

Special Event Signs

Any signs used for the event must conform to the City of Troy City Code chapter 26 and 78.

www.troymi.gov/Government/CodeandCharter/CodeTOC

Liability Insurance Requirements

In order to comply with the City's insurance liability carrier, the City shall require that all sponsors of special uses carry liability insurance with coverage of at least \$1,000,000. The applicant shall be required to provide a valid certificate of insurance naming the City of Troy as an additional insured prior to the event. Higher levels of insurance based on risk factors and past experience may be required. Outcomes of past public events conducted by the group will contribute to the determination of risk category.

Each special use application will be reviewed and assessed for potential liability risk based on the following risk categories:

Class I – Low Hazard involves little physical activity by participants and no hazardous exposure to spectators.

Class II – Moderate Hazard involves moderate physical activity by participants and no significant hazardous exposure to spectators.

Class III – Substantial Hazard involves major participation by participants and/or moderate risk to spectators.

Class IV – High Hazard involves danger or significant risk to participants and/or spectators.

Insurance coverage may not be required for uses classified as Class I and Class II depending on evaluation of risk.

Traffic Control and Safety Requirements

The applicant shall be responsible for complying with all traffic control and safety procedures required by the City during the event. The requirements will be indicated in the notice of approval

and additional requirements may be made by the City during the event as may be necessary for the safety of the public.

Participant Waiver of Liability

The applicant shall be responsible for obtaining all signed indemnification agreements as required by the City. Specific requirements may be indicated in the City's written confirmation of approval.

Vendor and Concession

The City has granted exclusive privilege of sale of food, drinks, etc. at Boulan Park, Firefighters Park, Flynn Park, the Aquatic Center and Community Center. Therefore, no food vendors may sell concessions at those locations.

Any event that is serving food must have all food vendors approved by the Oakland County Health Department. All food vendors must supply a valid certificate of insurance naming the City of Troy as an additional insured prior to opening of the food stand. All food vendors must post a valid temporary food license if required by the Oakland County Health Department. Food vendors are responsible for any and all fees related to obtaining a food license.

Sale of Merchandise

The sale of merchandise in parks is not allowed without approval.

Other Requirements

The City Manager, or designee, may place requirements on any event. These requirements may include specific staffing levels for Police, Fire, Paramedic, Public Services or other personnel. Expenses for these requirements will be billed to the sponsoring organization under the terms of the policy.

Reservation of Annual Event Dates

If an event is intended to be an annual event at regularly scheduled dates, the current year's application may include the following years requested dates. Approval of the current year's application will include reservation of the next years proposed dates. However, it will not constitute approval of next year's event, which must have its own timely application submitted for City approval.

Written Confirmation of City Approval

Upon approval of the special use application, a written confirmation will be forwarded to the individual or organization requesting the event. This confirmation will outline any special conditions that must be met if the event is to be held. The City of Troy special use application must be completed for all special uses that take place in parks that are controlled by the City of Troy.

Park Shelter Use

Park Shelters will be unavailable for other groups when a special use is scheduled. If a park shelter is reserved, no special use will be allowed. If a park shelter is available to be reserved, the applicant will pay the park shelter fee. Park shelters are available for reservation May through September.

Alcohol in Parks/Public Places:

No alcohol may be consumed in parks or on public grounds except by special permit.

Noise

The noise ordinance must be adhered to before, during and after the event.

Amusements

No rides, amusements, petting zoos, dunk tanks, generators, concessions, hot or cold air balloons are allowed without special permission and/or permits as required by City Ordinances.

Tents

No tents may be erected without special permission.

Athletic Field Use

Only athletic events may be held on athletic fields.

Park Ordinance – General Regulations

Chapter 26 of the City Code and Ordinance document outlines the general regulations for park use. These regulations must be followed unless there is written approval otherwise.

www.troy.mi.gov/Government/CodeandCharter/CodeTOC



Special Use Application

Office Use Only	
_____	Shelter Reservation
_____	Payment
_____	Tent
Initial: _____	Date: _____

Directions: Complete this application and return it along with the application fee to the Troy Recreation Department, 3179 Livernois Rd, Troy, 48083. Applications should be submitted at least 60 days prior to your event.

Sponsoring Organization's Legal Name _____ Phone: _____

Email Address: _____

Organization Address: _____

Organization's Agent: _____ Phone: _____

Agent's Title: _____

Agent's Address: _____

Event Name: _____

Event Purpose: _____

Event Location: _____
Number of People expected: _____ Use Date: _____
Event Start Time: _____ End Time: _____

Time wanted before and after event starting time: _____

Will there be an admission charge? Yes No
If yes, what is the charge? _____

Describe completely the details of the event: _____

1. **TYPE OF EVENT:** Tournament Civic Cultural Educational Other _____

2. **ANNUAL EVENT:** Is this event expected to occur next year? Yes No

3. **EVENT MAP:** A diagram of event set-up must be attached.

4. **VENDORS:** Food Concessions Yes No

5. **EVENT SIGNS:** Will this event include the use of signs? Yes No

6. **INFLATABLE GAMES/BOUNCE HOUSE?** Yes No

If yes, describe _____

7. **SOUND:** Will there be sound amplification? Yes No

Will there be a sound system, speaker or DJ? Yes No

Will there be live music? Yes No

8. **OTHER REQUESTS: What will you need to set-up?** _____

9. Describe any **special requests** for this event such as amusements, petting zoos, balloons, dunk tank, concessions, etc... _____

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:

- a. A certificate of insurance must be provided which names the City of Troy as an additional named insured party on the sponsor's insurance policy.
- b. Sponsors will be required to sign Indemnification Agreement forms.
- c. Participants may be required to sign a waiver of liability.
- d. All food vendors must be approved by the Oakland County Health Department and each food and/or other vendor must provide the City with a certificate of insurance which names the City of Troy as an additional named insured party on the vendor's insurance policy.
- e. The approval of this special use may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's special use policy. The event will be operated in conformance with the written confirmation of approval.
- f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.
- g. I have read and understand all City of Troy Park rules and regulations.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special use, affirm the above understandings and agree that my sponsoring organization will comply with the City's Special Use Policy, the terms of the Written Confirmation of Approval and all other City requirements, ordinances and other laws which apply to this special event.

Date

Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least sixty (60) days prior to the first day of the event.

City of Troy
General Rules and Regulations
INDEMNIFICATION AGREEMENT
for Special Use Permits

The _____ agree(s) to defend, indemnify and hold harmless the City of Troy, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the _____ by reason of any damage to property, personal injury or bodily injury, including death, sustained by a person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Troy or by third parties, or by the agents, servants, employees or factors of any of them.

Signature _____ Date _____

Witness _____ Date _____

Return this form along with application and fee to:
Troy Recreation Department
3179 Livernois Rd
Troy, Michigan 48083



Special Use Approval

This form will be returned to applicant.

Estimated Charges for Special Uses

Special Use billings by the City shall be itemized as follows:

Public Safety Employee Regular/Overtime	\$	
Public Services Employee Regular/Overtime	\$	
Equipment Charges	\$	
Purchased Material	\$	
Rented Material	\$	
Contracted Services	\$	
Special Requests	\$	
Administrative Fee 20%	\$	
NET TOTAL BILLING	\$	

Rental Fee:	\$ _____	Date Paid: _____
Total Estimated Costs	\$ _____	Date Paid: _____
Deposit:	\$ _____	Date Paid: _____

Insurance Received: Yes _____ Date _____ Not Required _____

Application Denied: _____ Date: _____

Approved as Submitted: _____ Date: _____

Approved with Exceptions: _____ Date: _____

Information for Applicant

Initial: _____ Date: _____



CITY COUNCIL AGENDA ITEM

Date: June 6, 2016
To: Brian Kischnick, City Manager
From: Aileen Dickson, City Clerk
Subject: Request for Recognition as a Nonprofit Organization from OPERATION: COME H.O.M.E.

History

Attached is a request from Dan Broihan, Board Chairman and Executive Director for OPERATION: COME H.O.M.E., seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

Financial

There are no financial considerations associated with this item.

Recommendation

It has been City Management's practice to support the approval of such requests.

City Attorney's Review as to Form and Legality

There are no legal considerations associated with this item.



**OPERATION:
COME H.O.M.E.**
Honor Our Military for Eternity

Dan Broihan
4956 Crystal Creek Ln.
Washington Twp., MI 48094,
[Date]June 6, 2016

Mayor Dane Slater and Troy City Council
Troy City Hall
500 W. Big Beaver
Troy, MI 48084

Dear Mayor Dane Slater and Troy City Council:

As the Founder and Board Chairman of OPERATION: COME H.O.M.E., a charitable, tax-deductible (501(c)3) organization providing assistance to all of our deserving veterans and their immediate family members in crisis. We provide temporary shelter and support them through their transition towards a new sustainable and permanent independence. We are currently in the planning and design phases, in cooperation with Woodside Bible Church and Dream Centers of Michigan, to build a 75+ unit permanent Veterans residence in Pontiac, MI.

I respectfully request consideration and approval for the formal resolution recognizing OPERATION: COME H.O.M.E. currently located at 4956 Crystal Creek Ln., Washington Twp., MI 48094, as a charitable, tax-deductible (501(c)3) organization to obtain a charitable gaming license from the State of Michigan Charitable Gaming Division.

This gaming license is being requested for an upcoming benefit car show to be held at Woodside Bible Church – Troy, located at 6600 Rochester Rd, on June 25th, 2016. We will be conducting “same day” raffles of relevant items to raise much needed monies for the advancement of the support and project.

Thank you for your consideration. I look forward to your determination.

Sincerely,

Dan Broihan

Board Chairman and Executive Director
OPERATION: COME H.O.M.E.
Cell: 248-878-9414



CITY OF TROY

SOLICITATION – FUND RAISING

Date Received: _____

File the following information with the City Clerk's Office at least 21 days prior to the time when the permit is desired. TIME SPAN FOR PERMIT IS NOT TO EXCEED NINETY (90) DAYS.

Name of Organization:

OPERATION: COME H.O.M.E.

Phone:

248-878-9414

Local Address:

4956 CRYSTAL CREEK LN. ~~WASHINGTON~~

City/Zip:

WASHINGTON 48094

Home Address (if different):

City/Zip:

Name of Parent Organization:

Address:

Local Representative/Officers:

Name	Title	Phone
DAN BROIHAN	BOARD CHAIRMAN EXEC. DIRECTOR	248-878-9414

Person in Charge of Solicitations: DAN BROIHAN

How are funds solicited: DONATION REQUEST / SAME DAY RAFFLE

Locations/Dates/Times:

Locations	Dates	Times
WOODSIDE BIBLE CHURCH 6600 ROCHESTER RD 48084	6/25/2016	10 AM TO 3 PM

To what purpose will you put these funds: AIDING VETERANS IN NEED / VET. HOMELESS

What is the requested amount for contribution: NO SPECIFIC DONATION REQUEST, RAFFLES WILL GENERALLY BE \$20-\$50/TICKET (DEPENDENT ON PRIZES) (MAKING LESS)



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(9))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 12 2015**

OPERATION COME H O M E
C/O DANNY BROIHAN
4956 CRYSTAL CREEK LN
WASHINGTON TWP, MI 48094

Employer Identification Number:
47-2993820
DLN:
17053077333025
Contact Person: CHRIS BROWN ID# 31503
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
November 11, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

OPERATION COME H O M E

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Director, Exempt Organizations

April 21, 2015

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

RE: Request for Information
OPERATION: COME H.O.M.E.
EIN: 47-2993820

Mr. Chris Brown (ID# 0202973),

Thank you for your expeditious handling of our application for tax-exempt status. We have attached all of the information requested. Please let us know if there is anything else you need to process and complete the application.



Danny H. Broihan
Director and Chairman
4956 Crystal Creek Lane
Washington, MI 48094
(586) 256-4138

Agent: Joseph W. Sabelhaus, Esq.
(248) 528-3151 ofc
(248) 933-9992 cell

OPERATION: COME H.O.M.E.
EIN: 47-2993820

Information Requests

Item 1) Attestation as to the truth and correctness of the application and information provided.

(Signed and attached)

Item 2) Attestation that the organizing document has been amended to include dissolution distribution language.

(Signed and attached)

Item 3) Brief description of the programs conducted to achieve the stated purpose.

Currently, there are no programs established. The Board of Directors of the Corporation thought it best to first incorporate and seek tax-exempt status prior to attempting to commence any programs within the stated purpose. We currently have a number of potential donors who like the concept and are anxious to fund the programs but we would like to be able to provide them a letter acknowledging their charitable donation.

OPERATION: COME H.O.M.E. (OCH) will be partnered with the Dream Centers of Michigan in Pontiac, Michigan. The Dream Centers will lease the land to OCH for the construction of dormitory-style housing for displaced veterans. The physical needs of shelter, food and clothing will be met at the OCH facility. Paid staff members will run the facility and much of the staffing will be done by volunteers organized by OCH. Many potential volunteers have already been identified. The Dream Centers of Michigan will provide the basic medical, dental, and emotional counseling in its currently-established facility which will be adjacent to the OCH housing facility. The Dream Centers of Michigan also has career counseling and job placement assistance in place. Initially, OCH will utilize all of these services of the Dream Centers of Michigan. As OCH is funded and expands, we plan to establish our own such assistance programs in-house to specifically meet the needs of displaced veterans.

Strategic alliances have been formed and will continue to be created with other local veterans organizations, other local non-profit foundations, the Dream Centers of Michigan and local churches to meet the funding and volunteer needs of OCH.

Item 4) Form 2848 was submitted without signature.

(Signed and attached) (Sorry about that!!)

OPERATION: COME H.O.M.E.
EIN: 47-2993820

Item 5) Projected Financial Data (Proposed Budgets) for future periods.

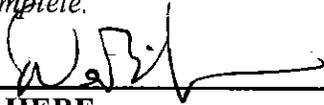
(Part IX "Financial Data" projections for 3 years attached)

**Information Request
First Request**

Information we need to make our determination

1. Include the following declaration with your response, signed and dated by an officer, director, trustee, or other governing body member (not an authorized representative). You can sign and date the statement below or reproduce it in the body of your signed response. The declaration must accompany responses per Revenue Procedure 2015-4.

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.



SIGN HERE

April 21, 2015
Date

2. Your organizing document does not meet the organizational test of IRC Section 501(c)(3). To meet these requirements, you must amend your organizing document to include an adequate dissolution clause, then, sign below to verify you completed the amendment. The following is an example of an acceptable dissolution clause:

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

See page 7 of the *Instructions for Form 1023* at www.irs.gov for more details and examples of specific language that meets the requirements. A corporation must file an amendment with the appropriate state agency.

Note: You don't need to submit a copy of your amendment.

We amended our organizing document as indicated to include the above provision or other substantially similar wording that meets the requirements of Section 501(c)(3).

X 

SIGN HERE

April 21, 2015

Form 1023 Checklist

(Revised December 2013)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note. Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- Assemble the application and materials in this order:
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- Employer Identification Number (EIN)
- Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.
- Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- | | | | | | |
|------------|---------|--|------------|---------|--|
| Schedule A | Yes ___ | No <input checked="" type="checkbox"/> | Schedule E | Yes ___ | No <input checked="" type="checkbox"/> |
| Schedule B | Yes ___ | No <input checked="" type="checkbox"/> | Schedule F | Yes ___ | No <input checked="" type="checkbox"/> |
| Schedule C | Yes ___ | No <input checked="" type="checkbox"/> | Schedule G | Yes ___ | No <input checked="" type="checkbox"/> |
| Schedule D | Yes ___ | No <input checked="" type="checkbox"/> | Schedule H | Yes ___ | No <input checked="" type="checkbox"/> |

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
 - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) _____
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law _____
- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
 - Signature at Part XI of Form 1023.
- Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

Name OPERATION: COME H.O.M.E.		
Address 4956 Crystal Creek Lane		
City Washington,	State MI	ZIP Code 48094

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION
For use by Limited Liability Companies
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate of Amendment:

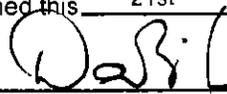
1. The present name of the limited liability company is: OPERATION: COME H.O.M.E.
2. The identification number assigned by the Bureau is: 71499K
3. The date of filing the original Articles of Organization was: <u>November 10, 2014</u>

4. Article <u>III</u> of the Articles of Organization is hereby amended to read as follows: e. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes with the meaning of Section 501(c)(3) of the IRC, or corresponding section of any future federal tax code. Specifically, any assets remaining after discharging all obligations of the Corporation shall be distributed in equal shares to the following non-profit veterans organizations then in existence: the Yellow Ribbon Fund, the Disabled American Veterans (DAV) and the Veterans of Foreign Wars (VFW). Any such assets not disposed of shall be disposed of as determined by a court of competent jurisdiction.

5. <input type="checkbox"/> The amendment was approved by a majority in interest if an operating agreement authorizes amendment of the articles of organization by majority vote.
<input checked="" type="checkbox"/> The amendment was approved by unanimous vote of all the members entitled to vote.

This document is hereby signed as required by Section 103 of the Act.

Signed this 21st day of April, 2015

By 
 (Signature of Member, Manager, or Authorized Agent)

Danny H. Broihan, Director and Chairman
 (Type or Print Name and Capacity)

Preparer's Name Danny H. Broihan

Business telephone number (586) 256-4138

INFORMATION AND INSTRUCTIONS

1. This form maybe used to draft your Certificate of Amendment to the Articles of Organization. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This Certificate is to be used pursuant to the provisions of section 603 of Act 23, P.A. of 1993, for the purpose of amending the Articles of Organization of a domestic limited liability company. Do not use this form for restated articles.
4. Item 2 - Enter the identification number assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 4 - The article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need to be included.
6. This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
7. The Certificate must be signed by a manager if management is vested in one or more managers, a member if management remains in the members, or by an authorized agent of the company.
8. If more space is needed, attach additional pages. All pages should be numbered.
9. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include limited liability name and identification number on check or money order.....**\$25.00**

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs
 Corporations, Securities & Commercial Licensing Bureau
 Corporations Division
 P.O. Box 30054
 Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
 Okemos, MI
 Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>
 Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

LARA is an equal opportunity employer/program. Auxillary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

b Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
List any specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b):

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matter partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.
▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

x  3/13/15 Director / Chairman of the Board of Directors
Signature Date Title (if applicable)
Danny H. Broihan OPERATION: COME H.O.M.E.
Print Name Print name of taxpayer from line 1 if other than individual

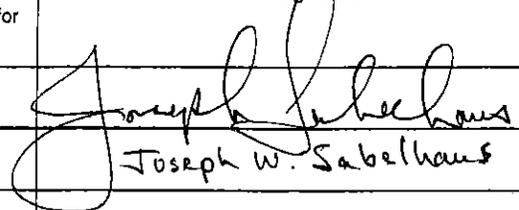
Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230);
 - h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions (PTIN required for designation h).**
 - i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions (PTIN required for designation i).**
 - k Student Attorney or CPA—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2. See the instructions for Part II.

Note. For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
A	Michigan	P45884	 Joseph W. Sabelhaus	3/13/15

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From 1/1/15 To 12/31/15	(b) From 1/1/16 To 12/31/16	(c) From 1/1/17 To 12/31/17	(d) From To	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	50,000	55,000	60,000		165,000
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)					
	8 Total of lines 1 through 7	50,000	55,000	60,000		165,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	10 Total of lines 8 and 9	50,000	55,000	60,000		165,000
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 Unusual grants					
	13 Total Revenue Add lines 10 through 12	50,000	55,000	60,000		165,000
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	40,000	45,000	50,000		
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages			2,000		
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees	5,000	3,000	3,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)					
	24 Total Expenses Add lines 14 through 23	45,000	48,000	55,000		

Financial Projection Worksheet For IRS Form 1023

	1st Year	2nd Year	3rd Year	Monthly
Support and Revenue Plus Increase:	0%	10%	10%	
Online PayPa / Credit Cards	\$44,400.00	\$48,840.00	\$53,724.00	\$3,700.00
Checks	\$0.00	\$0.00	\$0.00	\$0.00
Cash Donations	\$0.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00
In kind Donations	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Donations	\$0.00	\$0.00	\$0.00	\$0.00
Sponsorships	\$0.00	\$0.00	\$0.00	\$0.00
Member Dues	\$0.00	\$0.00	\$0.00	\$0.00
Fees for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fundraisers	\$2,004.00	\$2,204.40	\$2,424.84	\$167.00
Sales (Website Merchandise, etc)	\$3,600.00	\$3,960.00	\$4,356.00	\$300.00
Other - (Explain If Any)	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$50,004.00	\$55,004.40	\$60,504.84	\$4,167.00

	1st Year	2nd Year	3rd Year	Monthly
Internal and Program Expenses Plus Increase:	0%	5%	5%	
Funds Spent On Actual Programs	\$43,104.00	\$47,759.40	\$52,897.59	
Accounting / Bookkeeping	\$300.00	\$315.00	\$330.75	\$25.00
Fundraising Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	\$0.00	\$0.00	\$0.00	\$0.00
Legal Fees	\$360.00	\$378.00	\$396.90	\$30.00
Postage	\$240.00	\$252.00	\$264.60	\$20.00
Printing	\$360.00	\$378.00	\$396.90	\$30.00
Rent (Facilities)	\$0.00	\$0.00	\$0.00	\$0.00
Rent (vehicles)	\$0.00	\$0.00	\$0.00	\$0.00
Employee Salaries	\$3,600.00	\$3,780.00	\$3,969.00	\$300.00
Office Supplies & Software	\$600.00	\$630.00	\$661.50	\$50.00
Tax	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$720.00	\$756.00	\$793.80	\$60.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Fuel	\$240.00	\$252.00	\$264.60	\$20.00
Lodging	\$0.00	\$0.00	\$0.00	\$0.00
Licensing Fees	\$0.00	\$0.00	\$0.00	\$0.00
Meals	\$240.00	\$252.00	\$264.60	\$20.00
Professional Fees (Explain If Any)	\$0.00	\$0.00	\$0.00	\$0.00
Legislation Influence	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$240.00	\$252.00	\$264.60	\$20.00
Other (Explain If Any)	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$50,004.00	\$55,004.40	\$60,504.84	\$575.00

Net Revenue Minus Expenses: \$0.00 \$0.00 \$0.00

Percentage Of Internal Expenses:	13.80%	13.17%	12.57%	(Decreasing)
Percentage Of Funds Spent On Actual Programs:	86.20%	86.83%	87.43%	(Increasing)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

NOV 07 2014

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

NOV 10 2014

BY ADMINISTRATOR
CORPORATIONS DIVISION

Name Danny H. Broihan		
Address 4956 Crystal Creek Lane		
City Washington,	State MI	ZIP Code 48094

EFFECTIVE DATE: 11/11/2014

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

71499K

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Operation: Come H.O.M.E.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

The corporation is organized and at all times shall be operated exclusively for charitable, educational and community service purposes within the meaning of Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1968 or the corresponding provisions of any future US Internal Revenue laws (the "Code"). The overall purpose of this Corporation is to receive and administer funds and conduct activities, all in support of the mission and vision of Operation: Come H.O.M.E. which is to support, guide, educate, provide for and aid local military veterans and/or their immediate family members struggling to once again become productive members of society. The Corporation shall have all of the powers conferred on nonprofit corporations by the Act, including the power to contract, rent, buy or sell personal or real property, exercisable in furtherance of its purposes.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

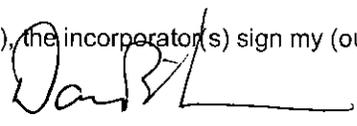
af \$2000 only 193581

ADJUSTED PURSUANT TO *letter*
TELEPHONE AUTHORIZATION

Use space below for additional Articles or for continuation of existing Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Article VI: articles effective November 11, 2014

I, (We), the incorporator(s) sign my (our) name(s) this 6th day of November, 2014



Danny H. Broihan

BYLAWS
OF
OPERATION: COME H.O.M.E.

ARTICLE 1. OFFICE AND PURPOSE

Section 1.01. Offices

The principal and registered office of OPERATION: COME H.O.M.E., a Michigan non-profit corporation (the "Corporation") for the transaction of its business is located at 4956 Crystal Creek Lane, Washington Twp. MI, 48094.

Section 1.02. Change of Address

The Board of Directors may change the location of the Corporation and such change of address shall not be deemed an amendment of these Bylaws.

Section 1.03. Other Offices

The Corporation may maintain additional offices as its business may require and as the Board of Directors may from time to time determine.

Section 1.04. Purpose

The purposes of the Corporation are set forth in Article II of the Corporation's Articles of Incorporation as originally filed with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, Corporate Division, on November 6, 2014 and approved by the State on November 11, 2014.

The specific purpose for which the corporation as organized is to proclaim the Good News of salvation in the Lord Jesus Christ by suitable media including evangelistic outreach using personal evangelism, television, radio, crusade, conventions, outdoor activities, and missions. The main focus will be promoting the emotional, physical, spiritual, and social well-being of veterans and their immediate families throughout the United States of America.

ARTICLE 2. DIRECTORS

Section 2.01. Number

The Corporation shall have an odd number of Directors and a minimum of five (5) Directors who collectively shall be known as the Board of Directors. The Board of Directors of OPERATION: COME H.O.M.E. will appoint the initial Chairman of the Board of Directors and all such subsequent Chairmen.

The Board of Directors of OPERATION: COME H.O.M.E. has the authority and will appoint, as soon as reasonably possible, successors to fill any vacancies left by departing Directors.

The number of Directors may be changed by amendment of this Bylaw, or the repeal of this Bylaw and adoption of a new Bylaw, as provided in Section 9.02 of these Bylaws.

Section 2.02. Powers

Subject to any limitations contained in the Articles of Incorporation, the Directors shall exercise the powers of the Corporation, control its property, and conduct its affairs.

Section 2.03. Duties

The Board of Directors may take any lawful action consistent with the operation of the Corporation and which is not by law, by the Articles of Incorporation or by the Bylaws required to be taken by any other party. Further, the Board of Directors is to:

(a) Receive and administer funds and conduct activities, all in support of the mission and vision of the Corporation and in accordance with Article II of the Articles of Incorporation.

(b) Perform any and all duties imposed on them and to exercise such powers granted to them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws, including the following:

1. To have general charge of the affairs, property and assets of the Corporation and to carry out the aims and purposes of this Corporation.

2. To ensure that all assets of the Corporation are (i) used in accordance with Section 1.04 of these Bylaws only for charitable purposes, (ii) managed so as to produce a reasonable return of net income over a reasonable period of time, (iii) disbursed at such time and for such charitable purposes consistent with the Articles of Incorporation and these Bylaws as directed by the Corporation's Board of Directors, and (iv) used only for those purposes and in such manner as to ensure the qualification of gifts as deductible in computing any applicable Federal income, gift, or estate tax of the donor or his estate and to ensure continued qualification of the Corporation for exemption from Federal Income Tax as a qualified charitable organization described in sections 501(c)(3) and 509(a)(3) of the Code. For purposes of these Bylaws,

"charitable purposes" include educational, religious, housing, health care, scientific, public and other purposes, contributions for which are deductible under Sections 170(c)(1) and 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended, or successor provisions of similar import.

(c) Appoint, remove, employ, discharge, prescribe duties and fix the compensation, if any, of all agents and employees of the Corporation.

(d) Supervise all officers, agents, and employees of the Corporation to ensure that their duties are properly performed.

(e) Meet at such times and places as required by these Bylaws.

(f) Register their addresses with the Secretary of the Corporation. Notices of meetings mailed or electronically mailed to them at such address shall be valid notices thereof.

Section 2.04. Qualifications of Directors

The individuals comprising the Board of Directors of the Corporation shall be subject to the following qualifications:

(a) Each Director must be at least eighteen (18) years old, a citizen and resident of the United States, and a person of good reputation in the community.

(b) Each Director shall be selected for their knowledge of and concern for the developmental, spiritual and educational needs of Veterans throughout the United States without regard to race, sex, color, or national origin.

(c) Each Director must exhibit a consistent record of personal financial stability and a spirit of personal charitable altruism prior to and during his/her period of membership.

(d) No individual shall be elected as a Director who would be considered a "disqualified person" as that term may from time to time be defined in the appropriate section of the Internal Revenue Code, other than by reason of serving on the Board.

Section 2.05. Terms of Office

The Directors serve at the pleasure of the Board of Directors of OPERATION: COME H.O.M.E. The term of office of all of the Directors shall be perpetual until an individual Director chooses to resign or until the Board chooses to terminate the term of office of a Director or until the Director becomes "unqualified" per Section 2.04.

Section 2.06 Compensation

Directors shall serve without compensation, but they may be paid their actual and necessary expenses incurred in attending Directors' meetings.

Section 2.07. Meetings

- (a) Meetings shall be held at such place that has been designated by the Chairman of the Board of Directors. In the absence of such designations, meetings shall be held at the principal office of the Corporation.
- (b) The annual meeting of the Board of Directors shall be held in March.
- (c) Regular meetings shall be held at least semiannually. Special meetings may be held as necessary.
- (d) Special meetings of the Board of Directors may be called by the Chairman of the Board or, if he is absent or is unable or refuses to act, by any majority of the Directors. Such meetings shall be held as designated by the person or persons calling the meeting and, in the absence of such designation, at the principal office of the Corporation.
- (e) The Secretary of the Corporation, or other person designated by the Chairman, shall deliver written or printed notice of the time and place of meetings of the Board to each Director personally or by United States mail, by facsimile, or by electronic mail at least five (5) days prior to the date of the meeting. If sent by mail, the notice shall be deemed delivered on its deposit in the United States mail system. If sent by facsimile or by email, the notice shall be deemed delivered upon confirmation of transmission. Such notice shall be addressed to each Director at his address, facsimile number or email address as shown on the books of the Corporation. No notice need be given to any Director who submits a signed waiver of notice before or after a meeting or who attends a meeting without protesting any lack of notice.
- (f) The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each of the Directors not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Except as otherwise expressly provided in these Bylaws or in the Articles of Incorporation, no business shall be considered by the Board at any meeting at which a quorum is not present and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.
- (g) All meetings of Directors shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent or in conflict with these Bylaws, with the Articles of Incorporation, or with applicable law.
- (h) Meetings of Directors shall be presided over by the Chairman of the Board, or in his absence, by an interim chairman chosen by a majority of the Directors present. The Secretary of the Corporation shall act as Secretary of the Board of Directors. In case the Secretary is absent from any meeting of Directors, the presiding officer may appoint any person to act as secretary for the meeting.

(i) A quorum for the initial Board comprised of five (5) Directors shall consist of four (4) Directors. The quorum requirement is met if Directors attend the meeting in person, by teleconference or other electronic media, with the full Board's ability to hear and speak.

Section 2.08. Board Action

(a) Every decision made by at least three (3) of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the law, the Articles of Incorporation or these Bylaws require a greater number.

(b) Each Director shall be entitled to one vote on each matter submitted to a vote of the Directors. Voting at duly held meetings shall be by voice vote, except as otherwise expressly provided in the Articles of Incorporation or in these Bylaws.

(c) Notwithstanding the provisions of Paragraph (b) hereof, should the Chairman determine that time is of the essence for a certain matter and a meeting cannot be properly convened, a vote may be conducted by mail, email, teleconference or other electronic media in such manner as the Board of Directors shall determine subject to Section 2.09 below.

(d) No single vote shall be split into fractional votes and cumulative voting shall not be authorized.

(e) Directors shall not be permitted to vote or act by proxy.

Section 2.09. Action by Unanimous Written Consent Without Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous voice vote of such Directors. Such written consent may be documented by copies of mail or email transmissions.

Section 2.10. Removal of Directors

Directors serve at the pleasure of the Board of Directors of OPERATION: COME H.O.M.E. which may remove and, in their discretion, replace a Director at any time. Any individual Director may be removed from office at any time by the vote of two-thirds (2/3rds) of the members of the Corporation's Board at a regular meeting or at a meeting duly called for that purpose provided that the Board of Directors of OPERATION: COME H.O.M.E. provides its prior written approval of such removal. If any Director is so removed, the Board of Directors of OPERATION: COME H.O.M.E. will select a new Director who shall hold office as soon as reasonably possible.

Section 2.11. Vacancies

Vacancies in the Board of Directors shall exist on the death, resignation or removal of any Director and whenever the number of Directors authorized is increased.

(a) The Board of Directors may declare vacant the office of a Director if that Director (1) is declared a legally incapacitated individual by an order of a court of proper jurisdiction; (2) is convicted of a felony; (3) within sixty (60) days after notice of his election he does not accept the office either in writing or by attending a meeting of the Board of Directors; (4) fails to qualify as a Director per Section 2.04 of these Bylaws; (5) fails to attend three (3) consecutive regular meetings of the Board without excuse acceptable to the Board; (6) chooses to resign.

(b) Vacancies caused by the death, resignation, removal or disability of a Director, or by an amendment of these Bylaws increasing the number of Directors authorized, shall be filled by selection by the Board of Directors of OPERATION: COME H.O.M.E.

(c) If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board of Directors of OPERATION: COME H.O.M.E. may select a successor to take office when the resignation becomes effective.

(d) A person selected as a Director to fill a vacancy shall hold office for the unexpired term of his predecessor or until his removal or resignation.

ARTICLE 3. OFFICERS

Section 3.01. Number and Titles

All officers of the Corporation shall also be members of the Board of Directors. The officers of the Corporation shall be a Chairman, a Secretary and a Treasurer. The Corporation may also have, at the discretion of the Board of Directors, such other officers as may be appointed in accordance with the provisions of Section 3.03 of this Article. One person may hold two or more offices, except those of Chairman and Secretary.

Section 3.02. Qualification, Election and Term of Office

Officers, other than the Chairman and those appointed pursuant to Section 3.03 or Section 3.05 of this Article, shall be elected annually by the Board of Directors at the annual meeting, and each officer shall hold office until the termination of his term, resignation, removal or disqualification, whichever occurs first.

Section 3.03. Subordinate Officers

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officer shall serve such terms, have such authority, and perform such duties as may be described by the Board of Directors.

Section 3.04. Removal and Resignation

Any officer may be removed, either with or without cause, by a two-thirds (2/3rds) vote of the Directors at any regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board of Directors or to the Chairman or Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.05. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors of OPERATION: COME H.O.M.E. for the unexpired portion of the term. In the event of a vacancy in any office other than that of Chairman, such vacancy may be filled temporarily by appointment by the Chairman until such time as the Board of Directors of OPERATION: COME H.O.M.E. shall determine.

Section 3.06. Duties of Chairman

The Chairman shall preside at all meetings of the Board. The Chairman shall perform such duties and functions that the Board shall assign to him from time to time. Except as expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

Section 3.07. Duties of Secretary

The Secretary shall:

(a) Certify Bylaws: Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

(b) Keep Minutes of Meetings: Keep at the principal office of the Corporation or at such other place as the Board of Directors may order, a book of minutes of all meetings of the Directors, recording therein: (1) the time and place of holding, (2) whether regular or special, and, if special, how authorized, (3) notice thereof given, (4) the names of those present at the meetings and (5) and the proceedings thereof.

(c) Give Notices: See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(d) Be Custodian of Records and Seal: Be custodian of the records and of the seal of the Corporation.

(e) Exhibit Records to Directors: Exhibit at all reasonable times to any Director of the Corporation, the Bylaws and the minutes of the proceedings of the Directors of the Corporation.

(f) Perform Other Duties: In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be assigned to him by the Board of Directors.

Section 3.08. Duties of Treasurer

Subject to the provisions of Article 6 of these Bylaws, the Treasurer shall:

(a) Have Custody of and Charge of Funds: Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

(b) Receive Funds: Receive and give receipt for monies due and payable to the Corporation. Receive and give receipt for, protect, maintain and manage all non-cash assets donated to the Corporation. Liquidate such assets at appropriate times in order to maximize the financial benefit of the asset to the Corporation.

(c) Disburse Funds: Disburse, or cause to be disbursed, the funds of the Corporation and provide receipt acknowledgement for such disbursements.

(d) Maintain Accounts: Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gain and losses.

(e) Exhibit Accounts: Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation on request therefore.

(f) Render Reports: Render to the Chairman and Directors, whenever he or they request it, an account of any or all of the transactions as Treasurer. Each quarter, provide a statement of the financial condition of the Corporation.

(g) Prepare Statements: Prepare, or cause to be prepared, and certify the financial statements to be included in the annual report.

(h) Give Bond: If required by the Board of Directors, give a bond for the faithful discharge of his duties in such sum and with such surety as the Board of Directors shall determine. This bond is to be paid for by the Corporation.

(i) Perform Other Duties: In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him by the Board of Directors.

Section 3.10. Compensation

Officers of the Corporation will serve without compensation from the Corporation.

ARTICLE 4. COMMITTEES

Section 4.01. Standing Committees

The Corporation may have any or all of the following Standing Committees or any other Standing Committee which, in the opinion of the Board of Directors, may be appropriate to carrying out the intents and purposes of the Articles and Bylaws of the Corporation, each of which, in the event of its establishment, shall be chaired by a Director.

(a) Marketing and Public Relations Committee: The Marketing and Public Relations Committee shall be chaired by a Director and shall consist of members of the Board of Advisors selected by him. The committee shall assist the Chairman to develop and implement a marketing plan, posture the Corporation for public response, answer complaints against the Corporation, and plan and execute such public relations programs, and perform such other duties as may be directed from time to time by the Board of Directors. Any expenditure of corporate funds by the Committee shall require approval of the Board. The Committee shall meet at such times and places as directed by its Chairman or by the Board.

(b) Investment Committee: The Investment Committee shall be chaired by a Director and shall consist of members of the Board of Advisors selected by him. The committee shall research and recommend investment strategies to the Board of Advisors. This Committee shall conduct its activities consistent with fiduciary "prudent investor" standards.

(c) Board Development Committee: The Board Development Committee shall be chaired by a Director and members of the Board of Advisors selected by him. The committee shall review and submit candidates for selection on both the Board of Directors and Board of Advisors and shall provide orientation for new members of the Board of Directors and Board of Advisors.

(d) Ad Hoc Committees: Ad Hoc Committees for specific purposes or activities may be designated from time to time by resolution of the Board of Directors. Members of such committees shall be appointed by their respective Chairmen in such number as the Chairmen deem advisable, unless otherwise provided by the Board in its resolution designating any such Committee. Except as otherwise provided in such resolution, Committee Chairmen shall be Directors of the Corporation.

Section 4.02. Terms of Office

The Chairman and each member of a Standing Committee shall serve until the next annual meeting of Directors, or until such Committee is sooner terminated, or until he is

removed as a Director or officer of the Corporation, or until he shall otherwise cease to qualify as a Chairman or member, whichever occurs first. Chairmen and members of Ad Hoc Committees shall serve as such for the life of the Committee unless they are sooner removed, resign, or cease to qualify as the Chairman or member.

Section 4.04. Vacancies

Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointments.

Section 4.05. Quorum/Vote

Seventy-five (75%) of a Standing Committee shall constitute a quorum of such Committee and the act of a majority (51%) of the members present at a meeting in which a quorum is present shall be the act of the Committee. The quorum requirement may be met in the same manner as is provided for meetings of the Board of Directors. Unless otherwise provided in the resolution of the Board of Directors designating the Committee, Ad Hoc Committees shall act under the direction of their respective Chairmen without any requirements as to a quorum.

Section 4.06. Rules

Each Committee may adopt rules for its own government and procedure not inconsistent with law, with these Bylaws, or with the rules and regulations adopted by the Board of Directors.

ARTICLE 5. BOARD OF ADVISORS

Section 5.01. Membership of Board of Advisors

The Board of Directors, by a majority vote of its members, may designate no less than five (5) and no more than fifteen (15) people to constitute a Board of Advisors to the Corporation. Any person who meets the requirements of Section 2.04 and who is not a Director of the Corporation is eligible to be selected as a member of the Board of Advisors. Each member of the Board of Advisors shall serve indefinitely at the discretion of the Board.

Section 5.02. Duties

The Board of Advisors, selected as persons of wisdom, shall perform such functions and render such advice and counsel as may be designated from time to time by the Board of Directors. The functions shall be advisory in nature and shall not conflict with or impose upon the duties and powers of the Board of Directors.

Section 5.03. Meetings

Meetings of the Board of Advisors shall be held at such time and place which the Board of Directors shall direct.

The Secretary of the Corporation shall deliver personally, electronically or by United States mail, written notice of the time and place of each meeting at least five (5) days prior to such meeting.

Section 5.04. Compensation

Members of the Board of Advisors shall serve without compensation except that they may be allowed and paid their actual expenses incurred in attending meetings.

ARTICLE 6. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 6.01. Execution of Documents

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officers or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it financially liable for any purpose or in any amount.

Section 6.02. Checks and Notes

Except as otherwise specifically determined by resolution of the Board of Directors, as provided in Section 6.01, or as otherwise required by law, checks, drafts, promissory notes, order for payment of money and other evidences of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the Chairman of the Corporation or, in the alternative, by the Treasurer and by the Bookkeeper of the Corporation. All three of these individuals will be signatories on any and all financial accounts of the Corporation. Two of the three individuals must sign each check/disbursement but the Treasurer must always be one of the signers.

Section 6.03. Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 6.04 Gifts

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes of the Corporation. Although Donors may designate that a gift for a specific purpose, Donors should be instructed to donate in such a manner which allows the Corporation to freely and effectively employ the transferred assets or the income derived therefrom in furtherance of the charitable purposes of the Corporation.

7. CORPORATE RECORDS, REPORTS AND LOGO

Section 7.01. Minutes of Meetings

The Corporation shall keep at its principal office, or at such other place as the Board of Directors may order, a book of minutes of all meetings of Directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at Directors' meetings and the proceedings thereof.

Section 7.02. Books of Account

The Corporation shall keep and maintain adequate and correct accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Section 7.03. Reports Available to Assessor

On request of an assessor, the Corporation shall make available at its principal office, a true copy of business records relevant to the amount, cost and value of the property, subject to local assessment, which it owns, claims, possesses or controls within the county.

Section 7.04. Inspection of Records by Directors

The books of account shall at all reasonable times be open to inspection by any Director. Every Director shall have the absolute right at any reasonable time to inspect all books, records, documents of every kind, and the physical properties of the Corporation. Such inspection includes the right to make copies.

Section 7.05. Annual Report and Financial Statement

The Board of Directors shall cause to be prepared a written annual report including a financial statement. Such report shall summarize the Corporation's activities for the preceding year and activities projected for the forthcoming year. The financial statement shall consist of a balance sheet as of the close of business of the Corporation's fiscal year, contain a summary of receipts and disbursements, be prepared in such manner and form as is sanctioned by sound accounting practices and be certified by a certified public accountant.

Section 7.06. Corporate Logo and Seal

The Board of Directors may adopt, use and at will alter both a corporate logo and corporate seal. Such logo, if adopted, shall be affixed to all corporate instruments.

ARTICLE 8. FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December each year.

ARTICLE 9. EFFECTIVE DATE; AMENDMENTS; CERTIFICATION; RULES AND REGULATIONS

Section 9.01. Effective Date of Bylaws

These Bylaws shall become effective immediately on their adoption. Amendments to these Bylaws shall become effective immediately on their adoption unless the Board of Directors, in adopting them as hereinafter provided, provide that they are to become effective at a later date.

Section 9.02. Amendments

Subject to the prior written approval of Board of Directors of OPERATION: COME H.O.M.E. and to any limitations contained in the Articles of Incorporation of this Corporation and to any provisions of law applicable to the amendment of Bylaws of nonprofit corporations, these Bylaws may be altered, amended, or repealed and new Bylaws adopted by the vote of seventy-seven percent (77%) of the members of the Board of Directors, provided that such written notice of such meeting and of the intention to change the Bylaws is delivered to each Director at least five (5) days prior to the date of such meeting, as provided in Section 2.08(e) of these Bylaws, or by the written consent of all Directors without a meeting as provided in Section 2.10 hereof and in Section 6 of the Articles of Incorporation.

Section 9.03. Certification and Inspection

The original, or a copy, of the Bylaws as amended or otherwise altered to date, certified by the Secretary of the Corporation, shall be recorded and kept in a book which shall be open to inspection by the Directors at all reasonable times during office hours.

Section 9.04 Rules and Regulations

The Board may adopt additional rules and regulations, general or specific, for the conduct of its meetings, and additional rules and regulations, general or specific, for the conduct of the affairs of the Corporation provided, however, no such additional rule or regulation shall be inconsistent with or in contravention of:

- (a) any provision of the Corporation's Articles of Incorporation,
- (b) these Bylaws, or

- (c) the Corporation's purposes, as stated in its Articles of Incorporation.

ARTICLE 10. VOTING SHARES HELD BY CORPORATION

The Chairman and the Secretary, or such other officers as the Board of Directors may select for that purpose, are authorized to vote, represent and exercise on behalf of this Corporation all rights incident to any and all securities owned by this Corporation. The authority granted by these Bylaws to the officers to vote or represent this Corporation arising from any voting securities held by this Corporation in any other Corporation or Corporations may be exercised either by the officers in person or by any person authorized so to do by proxy or power of attorney duly elected by the officers.

ARTICLE 11. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

No Director, officer, employee, agent or other person connected with this Corporation, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided, that this provision shall not prevent payment to any agent or employee of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by resolutions of the Board of Directors. No such person or persons shall be entitled to share in the distribution of, and shall not receive any of the corporate assets on dissolution of the Corporation.

ARTICLE 12. TERMINATION OF CORPORATE EXISTENCE AND DISTRIBUTION OF ASSETS

With prior written approval of the Board of Directors of OPERATION: COME H.O.M.E., the Directors of the Corporation shall have the right to terminate its existence by affirmative vote of ninety percent (90%) of Directors. In the event of such dissolution, any assets remaining after discharging all obligations of the Corporation shall be distributed in equal shares to the following non-profit veterans organization then in existence: the Yellow Ribbon Fund, the Disabled American Veterans (DAV) and the Veterans of Foreign Wars (VFW).

ARTICLE 13. CONSTRUCTION

Construction, as used in these Bylaws:

- (a) The present tense includes the past and future tenses, and the future tense includes the present.
- (b) The masculine gender includes the feminine and neuter.

- (c) The singular number includes the plural, and the plural number includes the singular.
- (d) The word "shall" is mandatory and the word "may" is permissive.

**ARTICLE 14: INDEMNIFICATION OF DIRECTORS, OFFICERS,
EMPLOYEES, NONDIRECTOR VOLUNTEERS AND AGENTS**

14.1 Indemnification against Claims Brought by Third Parties. The Corporation shall, to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act or other applicable law, as the same presently exists or may hereafter be amended (the "Act"), indemnify a person (the "Indemnitee") who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the Indemnitee is or was a Director, Officer, employee, nondirector volunteer, or an agent of the Corporation, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with the action, suit, or proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, if the Indemnitee had no reasonable cause to believe that the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, nor does it create a presumption, with respect to any criminal action or proceeding, that the Indemnitee had reasonable cause to believe that the conduct was unlawful.

14.2 Indemnification against Claims Brought by or in the Right of the Corporation. The Corporation shall, to the fullest extent authorized or permitted by the Act, indemnify a person (the "Indemnitee") who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a Director, Officer, employee, nondirector volunteer, or an agent of the Corporation, against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement incurred by the person in connection with the action or suit, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification under this Section 14.2 shall not be made for a claim, issue, or matter in which the Indemnitee has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

14.3 Actions Brought by the Indemnitee. Notwithstanding the provisions of Sections 14.1 and 14.2, above, the Corporation shall not indemnify an Indemnitee in connection with any action,

suit, proceeding or claim (or part thereof) brought or made by such Indemnatee unless such action, suit, proceeding or claim (or part thereof):

(a) was authorized by the Board of Directors of OPERATION: COME H.O.M.E., or

(b) was brought or made to enforce this Article, and such Indemnatee has been successful in such action, suit, proceeding or claim (or part thereof).

14.4 Approval of Indemnification. An indemnification under Sections 14.1 or 14.2, above, unless ordered by a court, shall be made by the Corporation only as authorized by the Board of Directors of OPERATION: COME H.O.M.E. in the specific case upon a determination that indemnification of the Indemnatee is proper in the circumstances because the Indemnatee has met the applicable standard of conduct set forth in Sections 14.1 and 14.2, above. This determination shall be made promptly by a vote of the Board of Directors of OPERATION: COME H.O.M.E.

14.5 Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 14.1 or 14.2, above, shall be paid promptly by the Corporation in advance of the final disposition of the action, suit, or proceeding upon receipt of any undertaking by or on behalf of the Indemnatee to repay the expenses if it is ultimately determined that the Indemnatee is not entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

14.6 Partial Indemnification. If an Indemnatee is entitled to indemnification under Sections 14.1 or 14.2, above, for a portion of expenses including attorneys fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the Indemnatee for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the Indemnatee is entitled to be indemnified.

14.7 Other Rights of Indemnification. The indemnification or advancement of expenses provided under Sections 14.1 to 14.6, above, is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Corporation's Articles of Incorporation or Bylaws, or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in Sections 14.1 to 14.6, above, continues as to a person who ceases to be a Director, Officer, employee, nondirector volunteer, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

14.8 Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, nondirector volunteer, or agent of the Corporation against any liability asserted against the person and incurred by the person in any such capacity or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability under the provisions of the Act.

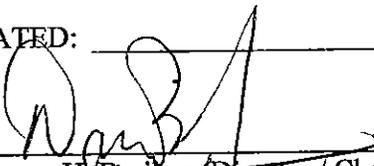
14.9 Severability. If any court having competent jurisdiction finds any section, sub-section, sentence, term or provision of this Article to be invalid or unenforceable, the validity and enforceability, operation, or effect of the remaining sections, sub-sections, sentences, terms, or provisions shall not be affected, and this Article shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

14.10 Application to a Resulting or Surviving Corporation or Constituent Corporation. The definition for "corporation" found in Section 569 of the Act is and shall be specifically excluded from application to this Article. The indemnification and other obligations of the Corporation set forth in this Article shall be binding upon any resulting or surviving corporation after any merger or consolidation of the Corporation. Notwithstanding anything to the contrary contained herein or in Section 569 of the Act, no person shall be entitled to the indemnification and other rights set forth in this Article for acting as a director, officer, partner, member, trustee, employee, nondirector volunteer, or agent of another corporation prior to such other corporation entering into a merger or consolidation with the Corporation, unless determined otherwise by the Board of Directors. These provisions for indemnification shall not extend, however, to OPERATION: COME H.O.M.E., and no Director, Officer, employee, non-Director volunteer, or agent of the Corporation shall have any rights against OPERATION: COME H.O.M.E. by reason of this Article.

AFFIRMATION AND CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons named as first Directors of OPERATION: COME H.O.M.E., a Michigan Non-profit Corporation, and hereby take action by unanimous written consent without a meeting, we hereby consent to and adopt the foregoing Bylaws, consisting of seventeen (17) pages, as the Bylaws of this Corporation.

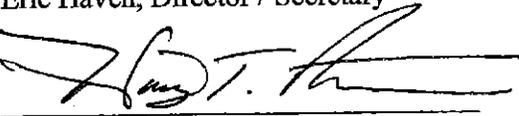
DATED: _____



Danny H. Broihan, Director / Chairman



Eric Haven, Director / Secretary



Harry T. Rittenour, Director



Terry Denmark, Director / Treasurer



Paul LaFrance, Director



CITY COUNCIL ACTION REPORT

June 6, 2016, 2016

TO: Brian Kischnick, City Manager

FROM: Kurt Bovensiep, Public Works Manager
MaryBeth Murz, Purchasing Manager

SUBJECT: Rescind / Re-Award Contract – Topsoil

History

On August 10, 2015, Troy City Council awarded a two (2) year contract to provide topsoil on an as needed basis with an option to renew for one (1) additional year to low bidder meeting specifications; Spurt Industries of Grand Haven, MI (CC Res #2015-08-104-J-04c).

The material delivered by Spurt Industries is a 50/50 blend of topsoil and compost which exceeds the City's allowance of 30% organic material as per the bid specifications. The City recommends the company be placed in default of contract for supplying material that does not meet specifications and not disclosing the exception or deviation as required.

The bid document states that any exceptions, substitutions, deviations, etc. from the City of Troy specifications and bid proposal must be stated. The reasons for the exception(s), substitution(s), deviation(s), etc. are an integral part of the bid offer.

Purchasing

It is in the City's best interest to re-award the contract to the next lowest bidder meeting specifications, Anderson Excavating Inc of Farmington Hills, MI, who has agreed to honor the bid pricing as originally quoted.

Financial Considerations

The City's total estimated cost under this contract will increase by \$7,950.00 due to re-awarding to the next lowest bidder.

Recommendation

City Management recommends that Troy City Council rescind with prejudice the contract approved on August 10, 2015, to Spurt Industries of Grand Haven, MI for Topsoil (Resolution #2015-08-104-J-04c) and re-award the contract to the next lowest bidder, Anderson Excavating Inc of Farmington Hills, MI at unit prices contained in the bid tabulation opened July 23, 2015.



CITY COUNCIL AGENDA ITEM

Date: June 7, 2016

To: Brian Kischnick, City Manager

From: Kurt Bovensiep, Public Works Director
Thomas Darling, Director of Financial Services
Brian Varney, Superintendent of Fleet Maintenance

Subject: Budget Amendment Fiscal Year 2017, Roll Forward Fiscal Year 2016 budget for Combination Cleaning/Jetting module

History

City Council approved the purchase of a Cab, Chassis – Combination Sewer Cleaning-Jetting Module at the December 7, 2015 Regular Council Meeting (Resolution # 2015-12-159-j-4a). The total cost of the equipment is \$388,956, which includes \$105,971 for the cab and chassis and \$282,985 for the Vactor module.

The City is in possession of the cab and chassis and it has been delivered to Jack Doheny Companies of Northfield Michigan for the installation of the Vactor sewer/jetting combination module.

Due to the timing of installation of the Vactor sewer/jetting combination module, the budget for fiscal year 2016 in the amount of \$282,985 is required to be rolled forward to the fiscal year 2017 budget to match the timing of the expenditure.

Financial

The unexpended funds originally appropriated in the 2016 fiscal year budget for the Vactor module will be available to reappropriate to the 2017 fiscal year capital budget.

Recommendation

Management recommends rolling the 2016 fiscal year unexpended appropriation for the Vactor sewer/jetting combination module as a budget amendment to the fiscal 2017 year budget in the amount of \$282,985.



CITY COUNCIL AGENDA ITEM

Date: June 9, 2016

To: Brian Kischnick, City Manager

From: M. Aileen Dickson, City Clerk

Subject: Relocation of Election Precinct 29

History

On May 19, 2016, the City Clerk's Office was informed by North Hills Christian Church (3150 N. Adams) that they would no longer be able to house Precinct 29 on election days, effective immediately. North Hills Christian Church offers a very popular preschool program with a busy schedule that they felt conflicted with the demands of being a polling location.

The City Clerk's Office immediately contacted Pastor Cornwall at Central Woodward Christian Church (3955 W. Big Beaver Rd.) who gladly met with us. We toured the proposed polling location and discussed the requirements for being a polling location. Pastor Cornwall and the Board of Trustees, along with staff members of the church, have agreed to house Precinct 29 at their location.

We feel confident that Central Woodward is an ideal location for Precinct 29 for several reasons. First, the hallway leading to and the room housing the precinct are easily identifiable and can accommodate elections with large turnout. In addition, the administration at Central Woodward Christian Church has been very welcoming and are eager to become a polling location. Lastly, the new polling location is housed within the boundary lines for Precinct 29 and the distance from the previous polling location to the new polling location is 0.3 mile or a 5 minute walk, so voters should not experience any significant burden traveling to the location. Attached to this memo is a map detailing the previous and proposed new polling location for Precinct 29.

The Election Commission approved the new polling location on June 3, 2016. If City Council should approve this relocation of Precinct 29, the City Clerk's Office will issue new voter identification cards to the affected voters once the State of Michigan Bureau of Elections processes our change in polling location request. The City Clerk's Office will also issue press releases and alert voters of the change through other available outlets prior to the August 2, 2016 Primary Election, as well as place signs at the previous location on Election Day reminding voters of the polling location change.

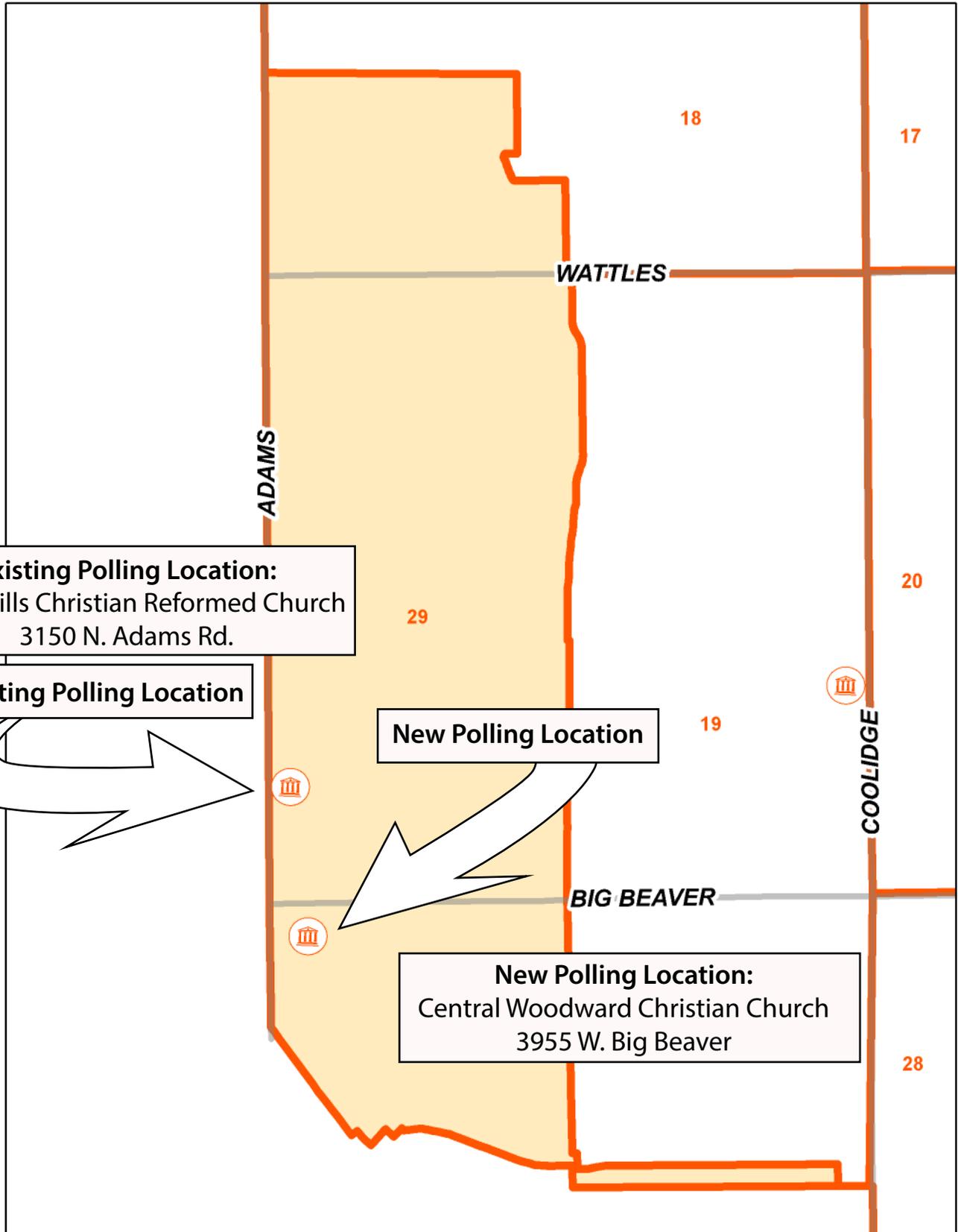
Financial

The cost of printing and mailing new voter identification cards to 2,432 voters will be paid from the Elections budget.

Recommendation

City Management recommends approval of the relocation of Precinct 29 from North Hills Christian Church, 3150 N. Adams, to Central Woodward Christian Church, 3955 W. Big Beaver Rd.

Precinct 29 Polling Change

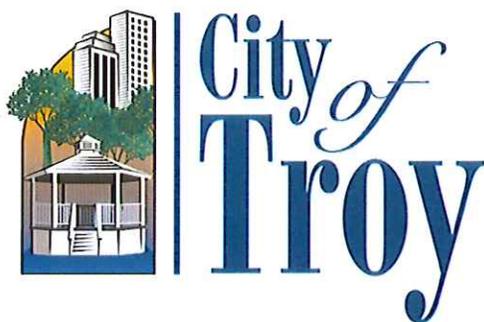


Existing Polling Location:
North Hills Christian Reformed Church
3150 N. Adams Rd.

Existing Polling Location

New Polling Location

New Polling Location:
Central Woodward Christian Church
3955 W. Big Beaver

**Minutes****Retiree Healthcare Benefits Plan
& Trust
Board Meeting****February 10, 2016 at 1:30 PM
City Council Board Room****Troy City Hall
500 West Big Beaver
Troy, Michigan 48084
(248) 524-3330**

A meeting of the Retiree Healthcare Benefit & Trust Board of Trustees was held on **February 10, 2016** at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at: 2:10 p.m.

Trustees Present: Mark Calice
Thomas Darling, CPA
Thomas J. Gordon, II
Dave Henderson
Steve Pallotta
Milton Stansbury

Trustees Absent: Brian Kischnick

Also Present: Kathy Kostopoulos
Scott Conrad

Minutes:

Resolution # ER – 2016-02-01

Moved by: Gordon
Seconded by: Henderson

RESOLVED, that the Minutes of the November 11, 2015 meeting be approved.

Yeas: - 6 -
Absent: - 1 -

Regular Business:

2016 Meeting Calendar Observed by the Chairman and Members of the Board. Discussed was that the May 11, 2016, August 10, 2016 and November 9, 2016 meetings will start at 1:00 pm.

Resolution # ER – 2016-02-02

Moved by: Stansbury
Seconded by: Henderson

RESOLVED, that the May 11, 2016, August 10, 2016 and November 9, 2016 meetings will start at 1:00 PM be approved.

Yeas: - 6 -
Absent: - 1 -

Investments:

- UBS Financial Services Presentation - Retiree Health Care Benefits Plan and Trust Portfolio Review - February 2016

Ms. Rebecca Sorensen, Mr. Darin McBride of UBS and Mr. Chris Gill financial advisor from Chicago, IL UBS, presented the City of Troy Health Care Trust Defined Benefit Plans Investment Review noting \$47.5 million in assets held at January 31, 2016. This represented a net time-weighted decrease of 4.39% for the month and increase of 3.47% for the quarter and one year decrease of 0.50%. Mr. McBride discussed the investment performance of various UBS Managers and Morningstar Investment Reports with the Members of the Board. Presented and reviewed was the UBS Manager Blend vs Index Blend. Mr. Gill further discussed Global Markets with the Members of the Board.

Other Business:

None

Public Comment:

Mr. Scott Conrad from City of Troy Engineering Department, retiree and part-time employee observed the meeting and commented on the Pension Fund stating the target yield was 6.5% and wanted clarification on the Health Care Fund percentage which he thought looked more like 8%. The System Administrator clarified that the 6.5% on the Pension is the assumption used, given by the Actuaries to help value the assets and liabilities which in turn determines the level of contribution that the City has to make for the pension system. The Health Care rate utilized is our policy or guide which is provided every other year and was performed by the actuaries last year. This in turn helps guide the City's investment consultants on what platform to develop and use for investing. For example if we utilize a 7.5% rate we may make riskier investments. Indicated by UBS Ms. Sorensen the pension fund is more conservative at 6.5% due to money moving out frequently, whereas the Health Care Fund does not. Therefore you don't need the cash flow and can invest differently. The Chairman indicated that the health care benefits are currently being paid out of the retirement system and doesn't anticipate taking money out of the Health Care Fund for at least 5 years as an estimate.

The next meeting is Wednesday, May 11, 2016 at 1:00 p.m. at Troy City Hall, Council Board Conference Room, 500 W Big Beaver Rd, Troy, MI 48084.

The meeting adjourned at 3:05 p.m.



Mark Calice, Chairman



Thomas Darling, Pension Administrator

Chair Saeger called the Animal Control Appeal Board meeting to order at 7:02 p.m. on March 23, 2016 in the Troy City Hall Council Board Room.

1. ROLL CALL

Present:

Patrick Carolan

Patrick Floch

Jayne Saeger

Also Present:

Paul Evans, Zoning and Compliance Specialist

Lori Grigg Bluhm, City Attorney

Absent:

Al Petrusis

Motion by Carolan

Second by Floch

RESOLVED, to excuse Board Member Petrusis.

Yes: All

MOTION PASSED

2. APPROVAL OF AGENDA

MOTION by Carolan

SECOND by Floch

RESOLVED, to approve the agenda as submitted.

3. HEARING OF CASE

WAIVER REQUEST, MATTHEW AND TERRI DAHMER, 5105 SOMERTON – In order to keep 8 hens, no roosters, a waiver from the requirement that the property be at least .75 of an acre in size. The property is approximately .478 acres in size. Animal Ordinance Section: 90.70.20 (f).

Mr. Evans provided a brief overview of the request. Mr. Dahmer summarized the request as presented in the application and indicated many of their neighbors supported the waiver request. In response to Mr. Carolan's question, Mr. Dahmer advised the chickens have been on the property for about 2 years.

Chair Saeger opened the public hearing. No member of the public spoke. Mr. Evans read aloud the sole written comment received by the City. Chair Saeger closed the public hearing.

Motion by Carolan
Second by Floch

RESOLVED, to deny the request.

The Board members indicated the reasons for denial motion as 1) neighborhood density and property size, 2) that the subject property is significantly less than .75 acres and, 3) public comment did not support the request.

Yes: All

MOTION PASSED

- 4. APPROVAL OF MINUTES – Mr. Evans noted that the Board skipped over this item.

Moved by Carolan
Second by Floch

RESOLVED, to approve the December 2, 2015 meeting minutes.

Yes: All

MOTION PASSED

- 5. OTHER BUSINESS – None

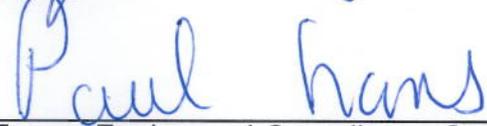
- 6. ADJOURNMENT

The Animal Control Appeals Board meeting ADJOURNED at 7:22 p.m.

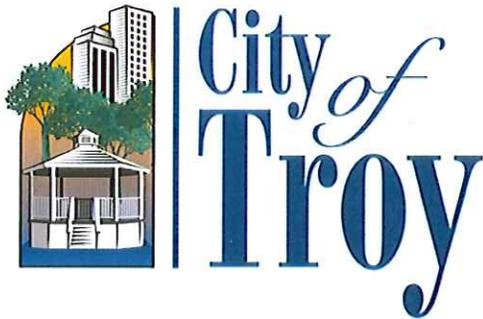
Respectfully submitted,



Jayne Saeger, Chair



Paul Evans, Zoning and Compliance Specialist



Minutes

**Employees' Retirement System
Board Meeting**

**April 13, 2016 at 12:00 PM
City Council Board Room**

**Troy City Hall
500 West Big Beaver
Troy, Michigan 48084
(248) 524-3330**

A meeting of the Employees' Retirement System Board of Trustees was held on **April 13, 2016** at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:06 p.m.

Trustees Present:

Mark Calice
Thomas Darling, CPA
Thomas Gordon II
Brian Kischnick (Arrived 12:15)
Steve Pallotta
Milton Stansbury

Trustees Absent:

Dave Henderson

Also Present:

Kathy Kostopoulos
Mark Owczarzak

Minutes:

Resolution # ER – 2016-04-10

Moved by: Pallotta
Seconded by: Darling

RESOLVED, that the Minutes of the March 9, 2016 meeting be approved.

Yeas: - 6 -
Absent: - 1 -

Retirement Requests:

Name	Milton Stansbury	Andrew Breidenich	Lawrence Holser	Dominic Mauro
Pension Program	DB	DB	DB	DB/Non-Duty Death
Retirement Date	5/11/2016	4/11/2016	5/11/2016	3/17/2016
Department	TPOA	TCOA	Water/AFSCME	Water/AFSCME
Service Time	25 Yrs, 4 Mo.	25 Yrs, 3 Mo.	19 Yrs. 9 Mo.	18 yrs. 4 Mo.

Resolution # ER – 2016-04-11

Discussion: The System Administrator dully noted that the retirement requests of Andrew Breidenich, Lawrence Holser & Dominic Mauro be approved. However also noted that the retirement request submitted by Milton Stansbury has been formally retracted.

Mr. Pallotta requested clarification of the non-duty death retirement request, the System Administrator indicated that Option A pertains, which implies Mr. Mauro had the years of service needed to retire the day before passing and benefits which were already accrued.

Moved by: Gordon II
Seconded by: Pallotta

RESOLVED, that the retirement requests of Andrew Breidenich, Lawrence Holser & Dominic Mauro be approved.

Yeas: - 6 -
Absent: - 1 -

Regular Business:

Chairman Calice and the Members of the Board welcomed Mr. Mark Owczarzak who joined as guest ERS candidate. Mr. Owczarzak indicated that he is retired from the police

department and works part-time at the Police Department front desk. Enjoys researching stocks and investing.

Investments:

- Graystone Consulting Presentation

Mr. Michael Holycross, Amy Cole and Robert Alati from Graystone presented the Graystone Morgan Stanley December April 1, 2016 Portfolio for the City of Troy Employees Retirement System. Mr. Alati provided the Members of the Board with an additional handout and reviewed chart pertaining to Bear Market High and Lows. The Dow, S&P 500 and interest rates were inquired by Mr. Pallotta discussed with the members of the board.

City Manager Brian Kischnick joined the meeting at 12:15 pm.

Ms. Cole reviewed the Morgan Stanley managed accounts for the month and quarter ended March 31, 2016. She noted that the ending value was \$79.6 million representing a Return % (net of fees), an increase of 5.73% for the month, 0.89% for the quarter to date and year to date, and a decrease of 2.39% for the last 12 months and an increase of 4.32% for Performance Inception. Mr. Michael Holycross indicated that the portfolio now illustrates Return % Gross of Fees and Return % net of fees as previously requested by Chairman Calice on the Time Weighted Performance Summary. Total Performance Asset Allocation % of portfolio was also reviewed, Cash 1.9%, Equities 65.9%, Fixed Income & Preferred 26.2% and Alternatives 6%.

- UBS Financial Services Presentation

Ms. Rebecca Sorensen and Mr. Darin McBride of UBS reviewed the stock holdings for the City of Troy Employees Retirement Systems Defined Benefit and NAIC portfolios at March 31, 2016 noting \$112.2 million in assets and provided a market commentary. This represented a Net Time-Weighted ROR (net of fees) an increase of 5.73% for the month, year-to-date increase of 2.19%, for the last 12 months a decrease of 0.94%, 3 year an increase of 7%, 5 year 6.9%, and 10 year 7.30%. Ms. Sorensen also indicated UBS will provide the Washington Weekly Report to the members of the board. Also announced a new team structure, two new team members have joined UBS' financial team as of April 1, 2016. City Manager Brian Kischnick discussed market performance concerns for the future with UBS and Members of the Board in general and in regards to Retiree Healthcare, it was suggested to have an open door informal study session on the topic.

Mr. McBride provided the Members of the Board with additional handouts pertaining to the S&P 500 and asset classes for the time period 2001 – Year-to-Date. Market sectors and performance expectations for Q1 2016 into Q2 2016 were discussed with Members of the Board.

Recommendations provided by UBS:

Suggested sale of 3,000 shares of Wells Fargo & Company, current market holding \$545,000 and take the proceeds up \$250,000 to make the UBS stock acquisition into Chubb, LTD. (CB), a life insurance Company.

Resolution # ER – 2016-04-12

Moved by: Pallotta
Seconded by: Stansbury

RESOLVED, that the Members of the Board supported the UBS stock sale recommendation of 3,000 shares of Wells Fargo & Company, current market holding \$545,000 and take the proceeds up \$250,000 to make the UBS stock acquisition into Chubb, LTD. (CB).

Yeas: - 6 -
Absent: - 1 -

IAS Review, recommendations provided by NAIC:
The System Administrator informed the Members of the Board of the stock sale of Perrigo Inc. (PRGO) all positions, 1000 shares and Purchase of Mednax, Inc., 2000 shares.

City Manager Brian Kischnick made a motion for the recommendation to support and appoint Mark Owczarzak as new retiree member (Ex-Officio) to the City of Troy ERS Board. Mr. Mark Owczarzak's recommended next steps would be to go to City Clerk and fill out an application. Upon completion, the Members of the Board will make a recommendation to City Council for approval.

Resolution # ER – 2016-04-13

Moved by: Kischnick
Seconded by: Gordon II

RESOLVED, that the Members of the Board supported the recommendation to appoint Mr. Mark Owczarzak as new retiree member (Ex-Officio) to the City of Troy ERS Board.

Yeas: - 6 -
Absent: - 1 -

Other Business:

None

EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES MINUTES – Final – April 13, 2016

Public Comment:

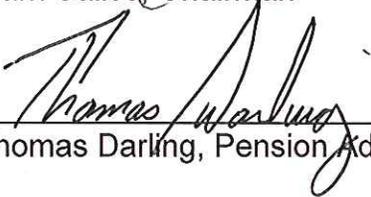
Mr. Scott Conrad from City of Troy's Engineering Department, retiree and part-time employee inquired about the Health Care Plans and contributions.

The next meeting is Wednesday, May 11, 2016 at 12:00 p.m. at Troy City Hall in the Council Board Conference Room, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting adjourned at 1:50 p.m.



Mark Calice, Chairman



Thomas Darling, Pension Administrator

Traffic Committee Minutes – April 13, 2016**FINAL**

A regular meeting of the Troy Traffic Committee was held Wednesday, April 13, 2016 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Tim Brandstetter
Al Petrusis
Cynthia Wilsher
Pete Ziegenfelder
Katie Regan (Student Representative)

Absent: David Easterbrook
Mitch Huber
Richard Kilmer

Also present: Sgt. Mike Szuminski, Police Department
Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – March 16, 2016

Resolution # 2016-04-12
Moved by Petrusis
Seconded by Wilsher

To approve the March 16, 2016 minutes as printed.

Yes: Brandstetter, Petrusis, Wilsher, Ziegenfelder
No: None
Absent: Easterbrook, Huber, Kilmer

MOTION CARRIED**PUBLIC HEARINGS**

Resolution # 2016-04-13
Moved by Brandstetter
Seconded by Petrusis

To consider items #3 – #4 as one (1) item.

Yes: Brandstetter, Petrusis, Wilsher, Ziegenfelder
No: None
Absent: Easterbrook, Huber, Kilmer

MOTION CARRIED

3. Request for Sidewalk Waiver – 5213 Somerton – Sidwell #88-20-10-451-013

Kevin Baird requests a sidewalk waiver for the sidewalk at 5213 Somerton (Sidwell #88-20-10-451-013). Mr. Baird states *“Due to current grading characteristics of the land and surrounding properties we are requesting to deviate from installing sidewalks for the proposed property due to the recent parcel split. The initial development was never designed to have designated sidewalks and currently there are no sidewalks servicing this community or any surrounding areas. By installing sidewalks along the parameter of this lot it would make it dissimilar from all other lots and affect the way all surrounding lots are designed to drain surface tension watersheds. With this being stated we are requesting to not construct sidewalks surrounding said lot”*.

No public was present at the meeting to discuss this item. The applicant was not present at the meeting.

Traffic Engineering did receive one (1) email in support of sidewalk installation.

Mr. Ziegenfelder asked about a cash deposit as although the immediate area where the sidewalk waiver is requested does not have sidewalk, the existing subdivision immediately to the west has a very significant sidewalk network that could be connected to in the future.

Ms. Wilsher supported installation of sidewalks as she is in favor of sidewalks at all locations.

Mr. Brandstetter asked for clarification on the cash deposit.

Ms. Wilsher pointed out that these lots are close to a large subdivision to the west that would be a desirable sidewalk network to connect to at some time.

Mr. Brandstetter discussed drainage concerns and felt that they could be mitigated with grading as part of the new home construction.

Ms. Regan asked when sidewalk would be installed that would connect these lots to the subdivision to the west. No time frame is established as a sidewalk program would involve a Special Assessment District paid for by the residents.

Ms. Wilsher discussed that this is the best time to install sidewalk as these are new homes and the developer can grade the lots to make the sidewalk fit.

Mr. Petrucci questioned the aesthetics of how a sidewalk would look as there is no other sidewalk around it. He agrees that it is desirable to have sidewalk, but is unsure of when or if a sidewalk would connect to the existing sidewalks to the west.

Mr. Ziegenfelder said he supports sidewalk throughout the city.

Ms. Wilsher said that we need to start somewhere and made a motion to deny the sidewalk waiver, but no second was offered by another member.

Mr. Brandstetter said that installing sidewalk now does not seem right due to the nature and

character of the area, but the lots are so close to the large sidewalk network in the subdivision to the west that it is very likely that sidewalk will be installed at some time in the future. It would not be fair to a future resident of these homes to have to pay for sidewalk when it is a requirement and should be paid for, if not installed, by the current builder/developer.

Resolution # 2016-04-14
Moved by Brandstetter
Seconded by Petrulis

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Kevin Baird has requested a waiver of the requirement to construct sidewalk based on the lack of sidewalk in the area and drainage concerns; and

WHEREAS, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver of the sidewalk requirement at 5213 Somerton (Sidwell #88-20-10-451-013) contingent upon the receipt of a cash deposit commensurate with the cost of sidewalk construction.

Yes: Brandstetter, Petrulis, Ziegenfelder
No: Wilsher
Absent: Easterbrook, Huber, Kilmer

MOTION CARRIED

4. Request for Sidewalk Waiver – 5201 Somerton – Sidwell #88-20-10-451-014

Kevin Baird requests a sidewalk waiver for the sidewalk at 5201 Somerton (Sidwell #88-20-10-451-014). Mr. Baird states *“Due to current grading characteristics of the land and surrounding properties we are requesting to deviate from installing sidewalks for the proposed property due to the recent parcel split. The initial development was never designed to have designated sidewalks and currently there are no sidewalks servicing this community or any surrounding areas. By installing sidewalks along the parameter of this lot it would make it dissimilar from all other lots and affect the way all surrounding lots are*

designed to drain surface tension watersheds. With this being stated we are requesting to not construct sidewalks surrounding said lot”.

No public was present at the meeting to discuss this item. The applicant was not present at the meeting.

Traffic Engineering did receive one (1) email in support of sidewalk installation.

Mr. Ziegenfelder asked about a cash deposit as although the immediate area where the sidewalk waiver is requested does not have sidewalk, the existing subdivision immediately to the west has a very significant sidewalk network that could be connected to in the future.

Ms. Wilsher supported installation of sidewalks as she is in favor of sidewalks at all locations.

Mr. Brandstetter asked for clarification on the cash deposit.

Ms. Wilsher pointed out that these lots are close to a large subdivision to the west that would be a desirable sidewalk network to connect to at some time.

Mr. Brandstetter discussed drainage concerns and felt that they could be mitigated with grading as part of the new home construction.

Ms. Regan asked when sidewalk would be installed that would connect these lots to the subdivision to the west. No time frame is established as a sidewalk program would involve a Special Assessment District paid for by the residents.

Ms. Wilsher discussed that this is the best time to install sidewalk as these are new homes and the developer can grade the lots to make the sidewalk fit.

Mr. Petruilis questioned the aesthetics of how a sidewalk would look as there is no other sidewalk around it. He agrees that it is desirable to have sidewalk, but is unsure of when or if a sidewalk would connect to the existing sidewalks to the west.

Mr. Ziegenfelder said he supports sidewalk throughout the city.

Ms. Wilsher said that we need to start somewhere and made a motion to deny the sidewalk waiver, but no second was offered by another member.

Mr. Brandstetter said that installing sidewalk now does not seem right due to the nature and character of the area, but the lots are so close to the large sidewalk network in the subdivision to the west that it is very likely that sidewalk will be installed at some time in the future. It would not be fair to a future resident of these homes to have to pay for sidewalk when it is a requirement and should be paid for, if not installed, by the current builder/developer.

Resolution # 2016-04-15

Moved by Brandstetter

Seconded by Petruilis

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Kevin Baird has requested a waiver of the requirement to construct sidewalk based on the lack of sidewalk in the area and drainage concerns; and

WHEREAS, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver of the sidewalk requirement at 5201 Somerton (Sidwell #88-20-10-451-014) contingent upon the receipt of a cash deposit commensurate with the cost of sidewalk construction.

Yes: Brandstetter, Petrulis, Ziegenfelder
No: Wilsher
Absent: Easterbrook, Huber, Kilmer

MOTION CARRIED

5. Public Comment

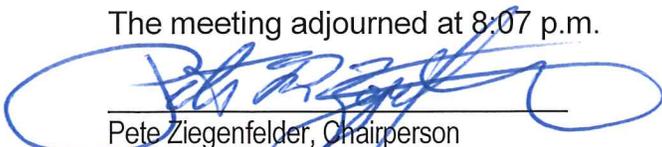
Mr. Brandstetter asked about the removal of the 2nd set of stop bars on southbound Stephenson, north of 14 Mile, near the new hotels. The DO NOT BLOCK INTERSECTION signs were removed some time ago when the old driveway was removed, but the stop bars at that location were left in place. It can create some minor confusion for drivers in the area. The Traffic Engineer will forward the request to DPW and have them add the area to the pavement marking list.

6. Other Business

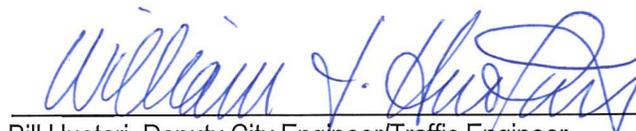
There was no other business.

7. Adjourn

The meeting adjourned at 8:07 p.m.



Pete Ziegenfelder, Chairperson
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Bill Huotari, Deputy City Engineer/Traffic Engineer

On April 19, 2016, at 7:30 p.m., in the Council Chambers of Troy City Hall, Chairman Clark called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

- Glenn Clark
- Thomas Desmond
- David Eisenbacher (arrived 7:48 p.m.)
- Allen Kneale
- David Lambert
- Philip Sanzica

Also Present:

- Paul Evans, Zoning and Compliance Specialist
- Julie Q. Dufrane, Assistant City Attorney

2. APPROVAL OF MINUTES – March 15, 2016

Moved by Lambert
Seconded by Desmond

RESOLVED, to approve the March 15, 2016 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – Item 4A withdrawn by applicant, noted by Board.

4. HEARING OF CASE

VARIANCE REQUEST, DAVID J. PARDUN, 1321 BOYD – In order to split a parcel of land into two parcels, a 305.5 square foot variance from the 7,500 square foot minimum lot size

Moved by Lambert
Seconded by Clark

RESOLVED, to deny the variance.

Yes: Lambert, Clark
No: Eisenbacher, Kneale, Sanzica, Desmond

MOTION FAILS

Moved by Kneale
Seconded by Lambert

RESOLVED, to deny the variance.

Yes: Kneale, Lambert, Clark
No: Sanzica, Desmond, Eisenbacher

MOTION FAILS

Moved by Lambert
Seconded by Kneale

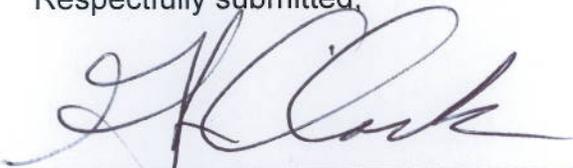
RESOLVED, to postpone the request to the May 17, 2016 regularly scheduled Zoning Board of Appeals meeting.

Yes: All

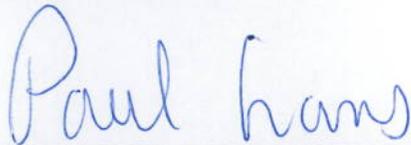
MOTION PASSED

5. COMMUNICATIONS – The Board acknowledged receipt of the Master Plan status memo from the Planning Director.
6. MISCELLANEOUS BUSINESS – None.
7. PUBLIC COMMENT – None
8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:32 p.m.

Respectfully submitted,



Glenn Clark, Chairman



Paul Evans, Zoning and Compliance Specialist

Chair Dziurman called the Regular meeting of the Building Code Board of Appeals to order at 3:05 p.m. on May 4, 2016 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Members Present

Theodore Dziurman, Chair
Gary Abitheira
Brian Kischnick
Michael Morris (arrived 3:10 p.m.)
Andrew Schuster

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector
Kathy L. Czarnecki, Recording Secretary

Also Present:

Attached and made a part hereof is the signature sheet of those present and signed in at this meeting.

2. APPROVAL OF MINUTES

Moved by: Abitheira
Support by: Schuster

RESOLVED, To approve the minutes of the April 6, 2016 Regular meeting as submitted.

Yes: Dziurman, Abitheira, Kischnick, Schuster
Absent: Morris (arrived 3:10 p.m.)

MOTION CARRIED

3. HEARING OF CASES

A. **VARIANCE REQUEST, KIMBERLY LEHR, 1408 MINNESOTA** – This property is a double front corner lot. As such it has a 25 foot required front setback along both Minnesota and Iowa. The petitioner is requesting a variance to install a 6-foot high wood privacy fence in the Iowa front setback where City Code limits fences to 30 inches high.

Mr. Grusnick reported the department received no written responses to the public hearing notices.

The applicant Kimberly Lehr was present. She circulated photographs of three different views of the subject property.

(Mr. Morris arrived 3:10 p.m.)

Chair Dziurman opened the floor for public comment.

Matthew Dziurman of 5832 Patterson addressed the visual sight line for vehicular and pedestrian traffic.

The floor was closed.

Moved by: Kischnick
Support by: Schuster

RESOLVED, To grant the variance as requested, for the following reason:

- 1. The petitioner has a hardship resulting from a corner lot.

Discussion on the motion on the floor.

There was discussion on graduating the height of the fence.

Vote on the motion on the floor.

Yes: All present

MOTION CARRIED

4. COMMUNICATIONS

None.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS

With the reassignment of Oakland County territories, Amanda Anderson was welcomed to the Board as its Oakland County Health Department representative.

Appreciation, thanks and well wishes were extended to Michael Morris for his too short of a term on the Board.

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:20 p.m.

Respectfully submitted,



Theodore Dziurman, Chair



Kathy L. Czarnecki, Recording Secretary

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Chair Edmunds called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on May 10, 2016 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Ollie Apahidean
Karen Crusse
Donald Edmunds
Michael W. Hutson
Tom Krent
Padma Kuppa
John J. Tagle

Absent:

Carlton M. Faison
Philip Sanzica

Also Present:

R. Brent Savidant, Planning Director
Ben Carlisle, Carlisle Wortman Associates
Allan Motzny, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2016-05-031

Moved by: Crusse
Support by: Tagle

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
Absent: Faison, Sanzica

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2016-05-032

Moved by: Apahidean
Support by: Krent

RESOLVED, To approve the minutes of the April 12 and April 26, 2016 Regular meetings as submitted.

Yes: Apahidean, Crusse, Edmunds, Hutson, Krent, Tagle
Abstain: Kuppa
Absent: Faison, Sanzica

MOTION CARRIED

4. PUBLIC COMMENT – Items not on the Agenda

There was no one present who wished to speak.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Sanzica was not present; a report will follow at the next meeting.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

7. PLANNING AND ZONING REPORT

Mr. Savidant announced:

- June 14, 2016 - Joint Meeting between City Council, Planning Commission, Downtown Development Authority; 6:00 p.m. at the Community Center to discuss redevelopment of Troy Civic Center property.
- June 14, 2016 Regular Planning Commission - cancelled.

SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW

8. SPECIAL USE REQUEST AND PRELIMINARY SITE PLAN REVIEW (File Number SU JPLN2016-0006) – Proposed 1-800 Self Storage, East side of Rochester, South of Wattles (3846 and 3860 Rochester), Section 23, Currently Zoned GB (General Business)

Mr. Savidant gave a brief background on the application.

Mr. Carlisle reported on the Special Use Request and revised Preliminary Site Plan application for the proposed self-storage facility. He addressed:

- Two phases to be completed within five (5) years.
- Comparison to 2013 approval.
- Landscaping.
- Photometric plan; lighting on rear building elevation.
- Minor revisions to landscape, photometrics and elevation.
- Considerations of Planning Commission as noted in report dated March 22, 2016.
- Conditions to approval if granted as identified in report dated March 22, 2016.

Mr. Savidant spoke on behalf of resident Dave Hummi of 3803 Hawthorne. It is the suggestion of Mr. Hummi to plant narrower trees because the proposed trees have a very wide base.

There was discussion on:

- Lighting of building during both phases.
- Approval process as relates to completion date within 5 year period.
- Validity of Site Plan and Special Use granted in 2013 for 5-story building.

Present were project architect Joseph Guido, property owner Edward Hersch and attorney Jerome Pesick.

Mr. Guido addressed the acquisition of additional property, wall mounted LED lights for security purposes in Phase 1, perimeter fencing, masonry wall on the east and preservation of existing trees and planting of new trees.

PUBLIC HEARING OPENED

- Michelle Crysler, 3729 Hawthorne; addressed concerns with lighting, power outages, drainage.
- John Robertson, 3705 Hawthorne; addressed concerns with noise and smell of vehicular exhaust, power outages, cell tower interference.
- William Jenuwine, 1274 Tennyson; addressed concerns with impact on property values, change in Zoning Ordinance to allow up to 5-story building(s) on Rochester.
- Mark Dziadosz, 3819 Hawthorne; addressed concerns with building height, overgrown grass/weeds on his property.
- Amy Rymas, 1235 Tennyson, asked about soundproofing of the building and security cameras.
- Marlene Carriero, 3723 Hawthorne; addressed concerns with building height, 24-hour operation, noise, lighting.
- Dave Rymas, 1235 Tennyson; addressed concerns with impact on property values.

PUBLIC HEARING CLOSED

Ms. Crusse shared with the audience her personal experience with ownership of her home on a quiet cul-de-sac that, with a change in the Zoning Ordinance, now backs up to an office building. Ms. Crusse said the neighborhood has not experienced any negative impact on the sale of homes in the subdivision.

Messrs. Guido and Hersch addressed:

- Building soundproofing, air quality, operation of garage entry door.
- Traffic trip generation.
- Hours of operation.
- Wall on east property line will be erected in Phase 1.
- Security cameras will be installed.
- Drainage will meet County standards.

The applicant agreed to:

- Dim building lights after 11:00 p.m.
- Limit hours of operation to the public; 7 a.m. to 9 p.m.
- Clean up vegetation along rear property line.
- Plant new 12-14 feet high trees along east property line.
- Install pole mounted lights on east elevation.

Resolution # PC-2016-05-033

Moved by: Krent

Support by: Tagle

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the Proposed 1-800 Mini Storage, East side of Rochester, South of Wattles (3846 and 3860 Rochester), Section 23, Currently Zoned GB (General Business) District, be granted, subject to the following conditions:

1. Correct parking figure on Sheet S-1 based on revised site plan.
2. Provide a totally new landscaping plan along east property line to include new trees 10-12 feet high.
3. Plant “Cuprussina” Norway Spruce, or replace with Colorado Spruce, White Spruce, or Blue Spruce that have a more columnar growth pattern.
4. Submit photometric plan for both Phase I and Phase II to reflect pole mounted lights instead of wall mounted lights.
5. Limit hours of operation to the public from 7 a.m. to 9 p.m.

Yes: All present (7)

Absent: Faison, Sanzica

MOTION CARRIED

OTHER BUSINESS

9. **PUBLIC COMMENT** – Items on Current Agenda

There was no one present who wished to speak.

10. **PLANNING COMMISSION COMMENT**

There were general Planning Commission comments:

- Architectural Committee for Cluster Development Option.
- Troy Public Library 45th Birthday, 50th Anniversary of Troy Historical Society, May 18, 2016 – Award to Padma Kuppa for Ethnic & Cultural Diversity.
- Society of Professional Journalists Detroit’s Chapter, Annual Excellence in Journalism Competition – Terry Oparka of Troy Times received two awards for articles on Troy’s Woodland Protection Ordinance and Cluster Development Option.

The Regular meeting of the Planning Commission adjourned at 8:15 p.m.

Respectfully submitted,

Donald Edmunds, Chair

Kathy L. Czarnecki, Recording Secretary

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Chair Edmunds called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on May 10, 2016 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Ollie Apahidean
 Karen Crusse
 Donald Edmunds
 Michael W. Hutson
 Tom Krent
 Padma Kuppa
 John J. Tagle

Absent:

Carlton M. Faison
 Philip Sanzica

Also Present:

R. Brent Savidant, Planning Director
 Ben Carlisle, Carlisle Wortman Associates
 Allan Motzny, Assistant City Attorney
 Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2016-05-031

Moved by: Crusse
 Support by: Tagle

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
 Absent: Faison, Sanzica

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2016-05-032

Moved by: Apahidean
 Support by: Krent

RESOLVED, To approve the minutes of the April 12 and April 26, 2016 Regular meetings as submitted.

Yes: Apahidean, Crusse, Edmunds, Hutson, Krent, Tagle
 Abstain: Kuppa
 Absent: Faison, Sanzica

MOTION CARRIED

4. PUBLIC COMMENT – Items not on the Agenda

There was no one present who wished to speak.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

Mr. Sanzica was not present; a report will follow at the next meeting.

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- Comparison to 2013 approval.
- Landscaping.
- Photometric plan; lighting on rear building elevation.
- Minor revisions to landscape, photometrics and elevation.
- Considerations of Planning Commission as noted in report dated March 22, 2016.
- Conditions to approval if granted as identified in report dated March 22, 2016.

Mr. Savidant spoke on behalf of resident Dave Hummi of 3803 Hawthorne. It is the suggestion of Mr. Hummi to plant narrower trees because the proposed trees have a very wide base.

There was discussion on:

- Lighting of building during both phases.
- Approval process as relates to completion date within 5 year period.
- Validity of Site Plan and Special Use granted in 2013 for 5-story building.

Present were project architect Joseph Guido, property owner Edward Hersch and attorney Jerome Pesick.

Mr. Guido addressed the acquisition of additional property, wall mounted LED lights for security purposes in Phase 1, perimeter fencing, masonry wall on the east and preservation of existing trees and planting of new trees.

PUBLIC HEARING OPENED

- Michelle Crysler, 3729 Hawthorne; addressed concerns with lighting, power outages, drainage.
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PUBLIC HEARING CLOSED

Ms. Crusse shared with the audience her personal experience with ownership of her home on a quiet cul-de-sac that, with a change in the Zoning Ordinance, now backs up to an office building. Ms. Crusse said the neighborhood has not experienced any negative impact on the sale of homes in the subdivision.

Messrs. Guido and Hersch addressed:

- Building soundproofing, air quality, operation of garage entry door.
- Traffic trip generation.
- Hours of operation.
- Wall on east property line will be erected in Phase 1.
- Security cameras will be installed.
- Drainage will meet County standards.

The applicant agreed to:

- Dim building lights after 11:00 p.m.
- Limit hours of operation to the public; 7 a.m. to 9 p.m.
- Clean up vegetation along rear property line.
- Plant new 12-14 feet high trees along east property line.
- Install pole mounted lights on east elevation.

Resolution # PC-2016-05-033

Moved by: Krent

Support by: Tagle

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the Proposed 1-800 Mini Storage, East side of Rochester, South of Wattles (3846 and 3860 Rochester), Section 23, Currently Zoned GB (General Business) District, be granted, subject to the following conditions:

1. Correct parking figure on Sheet S-1 based on revised site plan.
2. Provide a totally new landscaping plan along east property line to include new trees 10-12 feet high.
3. Plant “Cuprussina” Norway Spruce, or replace with Colorado Spruce, White Spruce, or Blue Spruce that have a more columnar growth pattern.
4. Submit photometric plan for both Phase I and Phase II to reflect pole mounted lights instead of wall mounted lights.
5. Limit hours of operation to the public from 7 a.m. to 9 p.m.

Yes: All present (7)

Absent: Faison, Sanzica

MOTION CARRIED

OTHER BUSINESS

9. **PUBLIC COMMENT** – Items on Current Agenda

There was no one present who wished to speak.

10. **PLANNING COMMISSION COMMENT**

There were general Planning Commission comments:

- Architectural Committee for Cluster Development Option.
- Troy Public Library 45th Birthday, 50th Anniversary of Troy Historical Society, May 18, 2016 – Award to Padma Kuppa for Ethnic & Cultural Diversity.
- Society of Professional Journalists Detroit’s Chapter, Annual Excellence in Journalism Competition – Terry Oparka of Troy Times received two awards for articles on Troy’s Woodland Protection Ordinance and Cluster Development Option.

The Regular meeting of the Planning Commission adjourned at 8:15 p.m.

Respectfully submitted,



Donald Edmunds, Chair



Kathy L. Czarnecki, Recording Secretary

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On May 17, 2016, at 7:30 p.m., in the Council Chambers of Troy City Hall, Chairman Clark called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

- Glenn Clark
- Thomas Desmond
- David Eisenbacher
- Allen Kneale
- David Lambert
- Philip Sanzica

Also Present:

- Paul Evans, Zoning and Compliance Specialist
- Julie Q. Dufrane, Assistant City Attorney

2. APPROVAL OF MINUTES – April 19, 2016

Moved by Lambert
Seconded by Desmond

RESOLVED, to approve the April 19, 2016 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA

Motion by Sanzica
Seconded by Eisenbacher

RESOLVED, to postpone case 4A to the June 21, 2016 regular meeting.

Yes: All

MOTION PASSED

4. HEARING OF CASES

- A. VARIANCE REQUEST, DAVID J. PARDUN, 1321 BOYD – In order to split a parcel of land into two parcels, a 305.5 square foot variance from the 7,500 square foot minimum lot size. Zoning Ordinance Section: 4.06 (C) R-1E Zoning District

Chair Clark opened the public hearing. No person spoke. Chair Clark closed the public hearing.

- B. VARIANCE REQUEST, SAFET STAFA OF STERLING CONSTRUCTION INC., 6511 MALVERN – In order to construct a new home, a 2 foot variance to the 30 foot maximum height limit.

Moved by Kneale
Seconded by Clark

RESOLVED, to deny the variance.

Yes: Clark, Kneale
No: Lambert, Sanzica, Desmond, Eisenbacher

MOTION FAILED

Moved by Lambert
Seconded by Kneale

RESOLVED, to postpone to the June 21, 2016 regular meeting.

Yes: All

MOTION PASSED

- C. VARIANCE REQUEST, JASON SOUSA, 4354 CHERRYWOOD – In order to construct an addition to the house, 1) a 3 foot variance from the required 10 foot minimum side yard setback, and 2) a 5 foot variance from the requirement that both side yard setbacks combined be at least 25 feet.

Moved by Eisenbacher
Seconded by Desmond

RESOLVED, to grant the variance as presented.

Yes: All

MOTION PASSED

- 5. COMMUNICATIONS – None

- 6. MISCELLANEOUS BUSINESS – Election of Officers (Chair, Vice Chair)

Motion by Lambert
Seconded by Eisenbacher

RESOLVED to elect Glen Clark as Chair and David Eisenbacher as Vice Chair

Yes: All

MOTION PASSED

Moved by Eisenbacher
Seconded by Desmond

RESOLVED, to request the Planning Commission and City Council investigate increasing the single family maximum home height limit of 30 feet.

All: Yes

7. PUBLIC COMMENT – None
8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:54 p.m.

Respectfully submitted,

Glenn Clark, Chairman

Paul Evans, Zoning and Compliance Specialist

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Chair Saeger called the Animal Control Appeal Board meeting to order at 7:00 p.m. on May 25, 2016 in the Troy City Hall Council Board Room.

1. ROLL CALL

Present:

Patrick Carolan

Patrick Floch

Al Petrusis

Jayne Saeger

Also Present:

Paul Evans, Zoning and Compliance Specialist

Nicole MacMillan, Assistant City Attorney

2. APPROVAL OF AGENDA

MOTION by Petrusis

SECOND by Carolan

RESOLVED, to approve the agenda as submitted.

Yes: All

MOTION PASSED

3. APPROVAL OF MINUTES

MOTION by Carolan

SECOND by Floch

RESOLVED, to approve the March 23, 2015 meeting minutes.

Yes: All

MOTION PASSED

4. HEARING OF CASE

WAIVER REQUEST, CHRIS MURDUFF, 6366 DONALDSON - In order to keep 4 ducks or chickens, a waiver from the requirement that the property be at least .75 of an acre in size. The property is approximately .459 acres in size. Animal Ordinance Section: 90.70.20 (f).

Mr. Evans provided a brief overview of the request. Mr. Petrusis advised that, based on his site inspection, the yard was not fenced.

The applicant was not present. Mr. Evans advised he had not received any indication that the applicant would not be present.

Chair Saeger opened the public hearing. Jean Lawrence spoke in disfavor of the request. Mr. Evans summarized written comments received: two were opposed, one was in favor. Chair Saeger closed the public hearing.

The Board agreed to wait until 7:10 for the petitioner to arrive. The petitioner did not arrive. Mr. Evans advised the Board of several options including making a decision tonight or postponing action until the next scheduled meeting.

MOTION by Petrulis
SECOND by Floch

RESOLVED, to deny the request due to the small lot size.

Yes: All

MOTION PASSED

5. OTHER BUSINESS – None

6. ADJOURNMENT

The Animal Control Appeals Board meeting ADJOURNED at 7:22 p.m.

Respectfully submitted,

Jayne Saeger, Chair

Paul Evans, Zoning and Compliance Specialist



CITY COUNCIL REPORT

Date: May 19, 2016

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services
Mark Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer

Subject: National Highway Prevention Program (NHPP)

History:

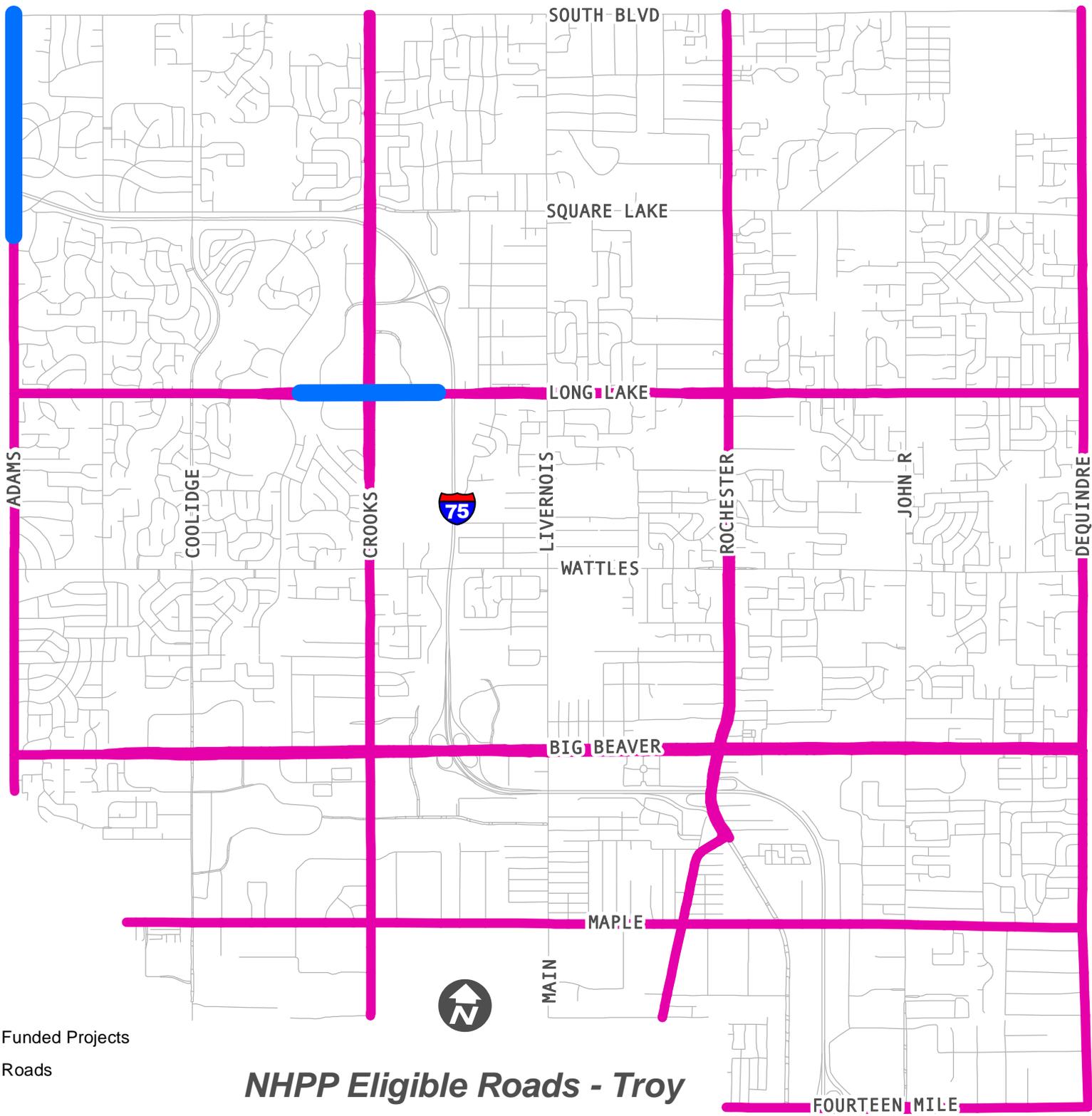
At the National Highway Prevention Program (NHPP) meeting of May 18, 2016, two (2) projects in Troy were approved for over \$1.8M in federal funds in 2018, as follows:

Project	Limits	Work Type	Total Cost	NHPP	Local Match
Adams Road	Square Lake to South Blvd.	Mill & Overlay	\$1,831,285	\$1,465,028	\$366,257
Long Lake Road	Corporate to Tower	Concrete Slab Replacement	\$500,000	\$400,000	\$100,000
TOTALS			\$2,331,285	\$1,865,028	\$466,257

Projects are submitted, reviewed and ranked by a committee comprised of the RCOC and the eight (8) member communities that are eligible for NHPP funding. NHPP funds may only be used on principal arterials as shown on the attached map. Projects submitted and approved for FY 2018 and FY 2019 NHPP Funding are also attached.

NHPP is a federally funded program, so projects must be designed, bid and constructed in accordance with MDOT standards and protocol.

Adams and Long Lake Roads are both under the jurisdiction of the RCOC, so the local match will be shared by the City and RCOC. A future cost participation agreement will be presented to City Council for approval once a contract with MDOT has been executed by the RCOC as the lead agency.



-  NHPP Funded Projects
-  NHPP Roads

NHPP Eligible Roads - Troy

FOURTEEN MILE

2018/2019 Approved NHPP Projects

2018

Rank	Status	Work Type	Project	Limits	Jurisdiction	Total Cost	NHPP	Local Match
1	Approved	Rehabilitation	14 Mile Rd.	Greenfield to Woodward	City Birmingham/Royal Oak	\$400,000	\$320,000	\$80,000
2	Approved	Rehabilitation	Adams Rd.	Square Lake to South Blvd.	RCOC	\$1,593,750	\$1,275,000	\$318,750
3	Pending Additional \$	Rehabilitation	Joslyn Rd.	Beverly to Walton	City of Pontiac	\$1,500,000	\$1,200,000	\$300,000
4	Pending Additional \$	Concrete Replacement	Long Lake Rd.	Corporate to Tower	RCOC	\$500,000	\$400,000	\$100,000
Total						\$3,993,750	\$3,195,000	\$798,750
Target						\$1,996,143	\$1,596,914	\$399,229

2019

Rank	Status	Work Type	Project	Limits	Jurisdiction	Total Cost	NHPP	Local Match
1	Approved	Concrete Replacement	13 Mile Rd.	John R to Dequindre	City of Madison Heights	\$600,000	\$480,000	\$120,000
2	Approved	Reconstruction	Maple Rd.	@ Middlebelt	RCOC	\$1,393,750	\$1,115,000	\$278,750
3	Pending Additional \$	Concrete Replacement	Long Lake Rd.	@ Telegraph	RCOC	\$500,000	\$400,000	\$100,000
4	Pending Additional \$	Concrete Replacement	Rochester Rd.	Trinway to South Blvd.	City of Troy	\$2,000,000	\$1,600,000	\$400,000
Total						\$4,493,750	\$3,595,000	\$898,750
Target						\$1,996,143	\$1,596,914	\$399,229



CITY COUNCIL AGENDA ITEM

Date: June 7, 2016

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Paul Featherston, Building Official, SAFEbuilt
Mitch Grusnick, City Building Official

Subject: Building Department Activity Report – May, 2016

The following attachment contains a summary of permit activity and project valuation for the Building Inspection Department comparing May 2015 to May 2016. Valuations have slightly decreased to below the levels from last year.

A total of 3,533 building, plumbing, electrical and mechanical related permits have been issued for the year so far compared to 3,334 during the same time frame in 2015.

Year to date project valuations throughout May 2016 are at \$52,632,102. In comparison, building related permits had a valuation of \$86,334,209 during the same period in 2015.

Our inspectors performed 1,622 trade inspections for the month of May 2016 compared to 1,432 for the month of May 2015. Inspections counts have stayed high for this time of year.

Attachments:

1. Building Department Activity Report

Preparer of memo\File name\File location

BUILDING PERMITS ISSUED

	BUILDING PERMITS 2015	PERMIT VALUATION 2015	BUILDING PERMIT REVENUE 2015	BUILDING PERMITS 2016	PERMIT VALUATION 2016	BUILDING PERMIT REVENUE 2016
JANUARY	172	\$ 13,789,620.00	\$ 352,653.99	106	\$ 8,881,040.00	\$ 186,385.60
FEBRUARY	85	\$ 5,271,646.00	\$ 155,426.00	118	\$ 8,387,600.00	\$ 236,060.17
MARCH	137	\$ 20,334,618.00	\$ 360,947.75	194	\$ 17,197,346.00	\$ 385,950.19
APRIL	228	\$ 24,744,935.00	\$ 417,945.02	184	\$ 7,949,322.00	\$ 228,388.62
MAY	230	\$ 22,193,390.00	\$ 375,491.94	304	\$ 10,216,794.00	\$ 274,789.01
JUNE	242	\$ 12,569,406.00	\$ 327,069.54	0	-	-
JULY	240	\$ 11,927,112.00	\$ 262,669.77	0	-	-
AUGUST	260	\$ 12,910,521.00	\$ 286,684.15	0	-	-
SEPTEMBER	288	\$ 11,397,103.00	\$ 305,132.56	0	-	-
OCTOBER	282	\$ 20,800,709.00	\$ 403,200.00	0	-	-
NOVEMBER	167	\$ 9,762,579.00	\$ 240,439.78	0	-	-
DECEMBER	135	\$ 8,275,432.00	\$ 237,544.70	0	-	-
TOTAL	2466	\$173,977,071.00	\$3,725,205.20	906	\$52,632,102.00	\$1,311,573.59



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

BRIAN J. WHISTON
STATE SUPERINTENDENT

May 16, 2016

Cathy Russ
Troy Public Library
510 W. Big Beaver
Troy, MI 48084

Dear Ms. Russ:

Thank you for your service as a judge in the 2016 Michigan Letters about Literature entries. Your time and insights are a vital part of the program. We depend on you as a judge to understand the role of reading and writing for students, to have an understanding of young adult literature and to bring your skills to the critical review of all the semi-finalist letters.

We were delighted this year recognize Michele Ellis from Williamston Middle School as our 2016 Michigan Teacher as well. Information on all the winners and the three winning letters is in the Letters about Literature section at <http://www.michigan.gov/youthlibraryservices>.

I know the amount of time it takes to read all of the letters, to evaluate each of them, and to attend the review meeting. Thank you for your willingness to participate and give the students a serious, quality analysis of their work. I appreciate your time and effort!

Sincerely,

A handwritten signature in cursive script that reads "Karren Reish".

Karren Reish
Library Grants Coordinator
517-241-0021
reishk@michigan.gov

LIBRARY OF MICHIGAN

Beth L Tashnick

Subject: FW: Reoccurrence of Possible Code Violation @ 2684 Coral Dr**From:** WingsVette1@aol.com**Sent:** 24 May, 2016 9:50 PM**To:** Paul M Evans <P.Evans@troymi.gov>**Cc:** WingsVette1@aol.com**Subject:** Fwd: Reoccurrence of Possible Code Violation @ 2684 Coral Dr

Mr. Evans,

This is the residence that has been continuously cited for code violations for several years. Now the property is in foreclosure.

I just wanted to copy you and to tell you how appreciative I am for the efforts of Gary Bowers in the past to assist in rectifying this situation. Gary has been incredibly understanding of how troubling this has been to all of us who live next to this property. We all take good care of our own property and it is frustrating to have this vacant property neglected for so long. Gary has been so persistent in his actions to resolve this issue. We are all very grateful to you and your staff for your continued assistance.

Please express our gratitude to Gary as well.

Sincerely,

Jeff Williams

Troy Firefighters

Thank You for the
excellent job + quick response
in extinguishing the fire
at my house on Tutbury
Lane, Troy.

Much appreciation for
your service!

Toni Broquet