



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 24, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager

Subject: Fiscal Year 2019-2020 Historic Village and Nature Center Budget Amendments

History

The City of Troy has owned and operated a museum and historic village on Wattles Road since 1968. The property, known as the Troy Historic Village (Village), is comprised of five acres of real property and historic structures. The City operated the Village with General Fund revenue before the Great Recession and planned to close the Village to the public in 2010 due to adverse economic conditions and budgetary constraints.

In December 2010, the Troy Historical Society (THS) submitted a proposal to the City indicating a willingness to assume operational management of the Village in order to avert closure of the facility. Representatives of the City and THS negotiated an agreement whereby the City retained ownership of the land, buildings and collections within the Village, and THS assumed all operational costs. This first Agreement was approved by City Council in March 2011 and an amended and restated Agreement was approved on May 23, 2016. The 2016 Agreement shall remain in effect until June 30, 2026 unless terminated by either party as set out in the Agreement.

Similarly, the City operated the Lloyd A. Stage Nature Center (Nature Center) with General Fund revenue before the Great Recession. The Troy Nature Society (TNS) was founded in 2010 to help support the Nature Center. The City and TNS entered into its first 4-year agreement effective July 1, 2013 and an amended and restated Agreement was approved on June 19, 2017. The 2017 Agreement shall remain in effect until June 30, 2027 unless terminated by either party as set out in the Agreement.

Financial

The City provides funding to THS and TNS pursuant to these agreements through appropriations made during the City's budget process. As stated on page 180 of the 2020-2021 proposed budget, the City appropriates \$100,000 each to THS and TNS to provide management and programming services. Nature Center and Historic Village General Fund Expenditure Details by Department can be found on pages 77 and 78 of the fiscal year 2020-2021 proposed budget. The "2021 Proposed" Nature Center appropriation of \$158,930 on page 77 includes \$100,000 for TNS and \$58,930 for other operational costs paid directly by the City. The "2021 Proposed" Historic Village Operations appropriation of \$100,000 on page 78 is the amount paid to THS.

Page 180 includes charts that show the operating budget history for both the Historic Village and Nature Center since fiscal year 2009-2010. They illustrate how working with THS and TNS has allowed the City to keep these facilities open to the public while spending less General Fund revenue than before the Great Recession. Unfortunately, COVID-19 is now threatening the financial health of both THS and TNS. Both organizations have requested additional appropriations but no one knows how much will be



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necessary to keep these agreements in place and allow THS and TNS to reopen these City facilities to the public when possible.

Recommendation

Rather than trying to guess when and how much additional funding will be needed, City management is recommending amending the current (fiscal year 2019-2020) General Fund Operating Budget to appropriate an additional \$50,000 each to the Nature Center and Historic Village operating budgets. The 2020-2021 proposed budget will not change at this time but may be amended later when more information is available. If economic conditions improve quickly, these additional fiscal year 2019-2020 appropriations may be considered an advance and the fiscal year 2020-2021 appropriations can be adjusted accordingly. In any event, a fiscal year 2019-2020 budget amendment will provide City staff time to work with both THS and TNS to determine how best to proceed.



TO: Members of Troy City Council
FROM: Brian M. Kischnick, City Manager
Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
DATE: May 19, 2016
SUBJECT: Proposed Agreement with Troy Historical Society for Operation of
Troy Historic Village; Schedule a Study Session to Discuss a
Declaration of Public Trust

The City of Troy has owned and operated a museum and historic village on Wattles Road since 1968. Presently, the museum property, now known as the Troy Historic Village (Village), is comprised of five acres of real property and eleven historic structures. In 2010, due to adverse economic conditions and budgetary constraints, the City planned to close the Village to the public. In December of that year, the Troy Historical Society (THS) submitted a proposal indicating a willingness to assume operational management of the Village in order to avert closure of the facility. Representatives of the City Attorney's Office, City Management, and THS negotiated an "Agreement by and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Museum and Historic Village." The five year Agreement was approved by City Council in March 2011, and expires June 30, 2016.

Under the current Agreement, the City retains ownership of the land, buildings and collections within the Village, and THS assumes all operational costs. These costs include the hiring and payment of a full time director and other staff members. The City is responsible for payment of the utilities, insurance, security and building maintenance costs. Any revenues generated through admissions, grants, fundraising activities and program activities are retained by THS to support the operation of the Village. THS has continued to operate the Village in accordance with agreement and has provided many programs related to Troy history and has provided public access to the Village's buildings, exhibits and collections.

Since this Agreement is expiring, THS has met with City Administration to negotiate the attached renewal Agreement. This agreement incorporates most of the provisions of the original agreement with the following changes:

- The renewed agreement is for ten years, rather than the current five year term. The Agreement also provides for up to four renewal terms, where City Council could renew for either a ten or a five year period.

- The renewal Agreement deleted the provision that required the City to provide THS with start-up funding. The new Agreement allows THS to make an annual request to the City for operating purposes, but does not obligate the City to provide the requested funding (Paragraph 5).

- In Paragraph 6, the hours of public operation of the Village are extended to 8:00 p.m. in order to accommodate evening events.

- Paragraph 6 now provides if there is a dispute between the City and THS regarding a management, funding, or admission issue, the parties agree to abide by the decision of the City Manager.

- The minimum age of volunteers at the Village was lowered from 14 to 10 to accommodate school and other group volunteers who are younger than 14.

- The original agreement required the City's permission to de-access or dispose of collection material. Paragraph 10 of the renewed agreement requires THS to give the City prior notice of its intent to de-access or dispose of any collection material. If there is a dispute regarding a deaccessioning or disposal issue, the parties agree to the decision of the City Manager.

- In Paragraph 12A(7) of the renewal Agreement, the City agrees to provide two computers that are connected to the City's server, so that Village employees and volunteers can access PastPerfect (a registered trademark of the American Association of State and Local History).

- In Paragraph 12.B, as part of its appropriation for maintenance, the City agrees to provide up to \$2,000 annually to retain an architect experienced in historic building preservation to assess what repairs are necessary.

- Paragraph 12.C(3) encourages the City to have a representative serve on the THS Board of Trustees.

- The original agreement had a provision allowing for the transfer of Kresge Foundation Grant Funds to THS. This provision is deleted in the renewed agreement since it is no longer applicable.

- The due date of the THS annual report was changed from July 31st of each year to December 31st, and the date for providing the City with an audited financial statement was changed from November 30th to January 31st of each year, to correspond with the fiscal year.

Based on the past relationship between the City and THS, City Administration recommends approval of the "2016 Renewal and Amended Restatement of the Agreement by and Between the City of Troy Historical Society for Use, Operation and Management of the Troy Historic Village."

In addition to a proposed resolution approving the renewal Agreement, there is a second proposal scheduling a study session to discuss a possible trust proposal that was discussed during the contract renewal negotiations. THS would like the City Council to consider developing a legal structure for the resources of the Village to protect the land, buildings, and collections within the Village in perpetuity for the current and future citizens of Troy. Since the concept of placing municipally owned property in trust is relatively unique, we recommend that a study session be scheduled at the Village to address and explore the issues associated with the establishment of a public trust.



500 W. Big Beaver.
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**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, May 23, 2016, the following Resolution was passed:

**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, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Twenty-third day of May, 2016.

M. Aileen Dickson, MMC, CMMC
City Clerk

**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**

This Agreement is made this 23rd day of May, 2016 by and between the City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, ("TROY") and the Troy Historical Society, a Michigan non-profit corporation, whose address is 60 W. Wattles Road, Troy, Michigan 48098, ("THS"), and collectively referred to as the "parties" hereby agree as follows:

RECITALS

- A. WHEREAS, TROY owns a museum of local and regional history, now known as the Troy Historic Village ("Village"), that TROY created in 1968 and that in the intervening years has grown into a 5-acre campus with eleven (11) historic structures and has become a regional cultural destination; and
- B. WHEREAS, both the Village and THS have adopted a Mission and Vision Statement by which the Village and THS function (Exhibit 1); and
- C. WHEREAS, the Village has provided outstanding programs regarding everyday life in historic times and access to buildings and displays in a historical setting to thousands of school children and the public for the purpose of providing educational and enrichment opportunities; and

D. WHEREAS, THS is a 501(c) (3) non-profit corporation incorporated in 1966 to support the formation of a TROY history museum and historic village with volunteer services and significant financial donations in its mission to assist TROY in developing the Village site, including, but not limited to, the movement of historical buildings to the Village grounds and the restoration of those buildings; and

E. WHEREAS, it is the mission of both TROY and THS to continue to offer such outstanding historical programs and access to the collections of exceptional historical buildings to educate students and the public regarding our history; and

F. WHEREAS, TROY and THS entered into a five-year Agreement effective July 1, 2011 allowing THS to use and manage the Village property without compensation from TROY except as set out in the Agreement; and

G. WHEREAS, the parties desire to renew, amend and restate in its entirety their 2011 Agreement to facilitate the mutual goals of the parties for the Village for both its near-term and long-term future.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **NON-PROFIT STATUS.** THS represents and warrants that it is a Michigan non-profit corporation exempt from tax under Sec. 501 (c) (3) of the Internal Revenue Code and that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been authorized by all necessary action, including the approvals and ratification by the THS Board of Trustees prior to the effective date hereof. This

Agreement shall only be effective if THS continues its status as a Michigan non-profit corporation with the same or similar mission and vision attached hereto as Exhibit 1.

2. **USE OF CITY PROPERTY.** TROY, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, will allow THS the non-exclusive use of its property commonly known as the Troy Historic Village, located at 60 W. Wattles Road, Troy, Michigan 48084 ("Village"), legally described on Exhibit 2, which is a locally designated Historic District. The property includes the following structures:

- Troy Township Hall, built on site in 1927, currently houses Village offices, THS Village Store and records, Pioneer Room for classes and meetings, reference library, and collections storage areas;
- Log cabin, built circa 1840 in Monroe County, Michigan;
- Caswell House, which is included on the National Register of Historic Places, built in 1832 in Troy, and its adjacent storage shed;
- Poppleton School, a one-room, red brick schoolhouse built in 1877 in Troy;
- A replica of Cutting's General Store, originally located at Troy Corners, two miles north of the Village, resembles its appearance in 1918. The Village Archive is located on the second floor;
- The Village Print Shop, an on-site, rebuilt water meter testing station, appointed to 1910, containing two pre-1910 printing presses;

- Wagon Shop, built at Troy Corners circa 1859, containing a functioning blacksmith's forge and woodworking shop;
- Troy Parsonage, built at Troy Corners circa 1880 and appointed with 1912 furnishings, also has a collections workshop in the basement;
- Troy Historic Church (formally United Methodist Church of Troy), built at Troy Corners in 1837, has a deep basement used for storage of large artifacts in the Village collections;
- Town Hall, built circa 1864 in Troy as a one-room school, functions as an interactive learning area;
- Gazebo, replica of a nineteenth century structure, serves as a focal point for music and activities in the Village;
- Niles-Barnard House, built in 1837 at Troy Corners, awaits interior restoration; and
- The residence at 109 Lange Ave., purchased for future Village expansion, currently used by TROY and the Village for storage.

The use of the term "Village" also refers to the land and improvements contained on the property known as 60 W. Wattles Road, Troy, Michigan 48084 ("Premises"). The Village is to be occupied and used for the sole purpose of promoting the mission and vision of TROY and THS through historical programs and events and under the requirements set out in this Agreement. THS is entitled and limited to the use of the Village and its

Premises during the term of this Agreement set forth in its Paragraph 18, subject to amendment or termination of this Agreement in accordance with its terms .

The Village shall remain the property of TROY at all times. At any time, employees of TROY acting as agents on behalf of TROY, may enter onto the Premises for maintenance, service and inspection or for any other purpose set out in this Agreement.

3. USE OF CITY COLLECTIONS AND OTHER EQUIPMENT AND ASSETS ON VILLAGE PROPERTY.

TROY, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, will allow THS the non-exclusive use of its collections and assets located on the Village Premises, including but not limited to, the following: historic furnishings; documentary and photograph artifacts (archives); domestic and agricultural implements; textiles and clothing, vehicles and other objects indicative of the lifestyle, customs, dress and resources of the residents, businesses, and government of the area. These items are either exhibited or stored in designated areas on site.

TROY will also allow THS the non-exclusive use of its other Village equipment and assets located on the Village Premises, including but not limited to, office furniture and equipment, picnic tables, books, reference materials and other property used in the administration of the Village. As part of the 2011 Agreement between the parties, TROY provided an inventory of all relevant TROY equipment and assets used in the Village's administration. TROY has not added any new items to its 2011 inventory, attached hereto as Exhibit 3. THS shall not dispose of any item or items shown in the 2011 inventory without prior notice to TROY's contact person.

4. RENEWED APPOINTMENT OF THS TO USE, MANAGE AND OPERATE THE

VILLAGE. Based upon the prior experience of THS in managing and operating the Village, effective July 1, 2016, TROY grants to THS the renewed right, subject to TROY'S approval as set out in this Agreement, to use, manage and operate the Village and THS accepts the use, management and operation of the Village in accordance with the mission and vision of the Village and THS and the terms of this Agreement.

5. COMPENSATION TO THS. THS understands and acknowledges that TROY has no duty to compensate THS for any services performed under this Agreement except as set forth in this Agreement. TROY understands and acknowledges that the costs of ongoing professional management and operation of the Village for TROY by THS as required by this Agreement, i.e., as a regional cultural destination for TROY, the public and its school children, may cause THS to ask TROY annually, for TROY'S consideration and response, to make an appropriation toward the operating budget of THS for the Village in addition to amounts paid by TROY under Paragraph 12 of this Agreement.

6. DUTIES, RESPONSIBILITIES AND RIGHTS OF THS IN VILLAGE OPERATIONS.

The duties, responsibilities, and rights of THS include all aspects of the use, operations and management of the Village. THS will maintain public hours of operation that will not exceed Monday through Sunday from 8:00 a.m. to 8:00 p.m. Additionally, facility rentals and/or special programs will conclude no later than 10:30 p.m. Events outside of these hours will be scheduled only with prior notice to TROY's contact person.

Except as otherwise set out in this Agreement, THS will have sole discretion and authority to manage the day-to-day operations of the Village, for the benefit of the public

and school children in accordance with the mission and vision of the Village and THS, including, but not limited to the following:

- a. Employees, staffing and volunteers in compliance with Paragraph 7;
- b. Days and hours of operation;
- c. Customer service performance standards;
- d. Admission rates, with prior notice of changes to TROY'S contact person;
- e. Rental rates for use of the premises by the public, with prior notice of changes to TROY'S contact person;
- f. Collections and other operational policies and procedures;
- g. Present exhibits;
- h. Programs, products and interpretive services that are in keeping with the mission and vision statements of the Village and THS;
- i. Care, preservation and use of Village collections and historic buildings, in compliance with standards set by the American Alliance of Museums and the U.S. Department of Interior Standards for Historic Rehabilitation, consistent with current Village policies;
- j. Provide inventory and merchandise for the Village Store;
- k. Oversee rental of the use of the Village property to avoid damage by the public;
- l. Care, use and cleaning of Village assets including, but not limited to, office furnishings and equipment.

It is the intent of this Agreement that THS will cooperate with TROY in accommodating TROY's concerns regarding management of the Village, including, but not limited to, the amount of fees charged for admission so that members of the general public will not be prohibited financially from visiting the Village, using its facilities and/or participating in its programs. If, after consultation with TROY's contact person, there is a dispute between TROY and THS regarding a management, funding or admission issue, the parties agree to abide by the decision of TROY'S City Manager.

7. VILLAGE EMPLOYEES, STAFF AND VOLUNTEERS. During the term of this Agreement, THS shall employ a full-time Village Executive Director. THS will endeavor to select a Village Executive Director with history or museum studies, archival and/or other appropriate qualifications. In hiring other employees for the Village, such as but not limited to, a curator, archivist, interpreters or other professional staff, THS will endeavor to select individuals with appropriate qualifications. THS shall insure that all Village employees and staff members (some of whom may be volunteers) are subject to a background check. THS shall supply a list of current Village employees and staff members on at least an annual basis to TROY'S contact person. TROY may conduct its own background check of those employees and staff members. If TROY objects to THS employment or use of a specific individual, based on TROY'S background check, THS will cooperate with TROY to limit or remove that individual from service on the Village Premises.

No Village volunteer shall be under the age of ten (10) years old. Any volunteer that is between the ages of 10 and 18 years old, such as, but not limited to, school programs

youth volunteers or Boy Scouts or Girls Scouts, shall be supervised at all times by Village staff and/or such young volunteer's parent, grandparent, or other adult present at the site on behalf of the volunteers. No minor volunteers shall be present during any activities or programs at which alcohol is served.

8. **ALLIANCES.** THS, after consulting with TROY'S contact person, may enter into partnerships, collaborations, or other relationships with entities other than TROY to enhance the Village's mission-focused visitor experience, enhance operations, diversify sources of private or public funding, reduce costs, or realize other benefits or operational efficiencies.

9. **VILLAGE REVENUES AND COSTS.** THS will retain all revenues earned from the Village's operations, including, but not limited to: admission fees; program revenues; Village Store revenue; facilities or property rentals for private functions or use; revenues provided, or funds received, from federal, state or county sources; and all other revenues, funds, grants, donations or pledges, in cash or in kind (such as donations of property or securities) from any private or public source. Further, any revenues related to artifact or collections-related activities shall accrue to the THS. THS will continue to maintain and operate a Village Store to sell mission-related merchandise, and will keep THS files and financial records at the Village. All funds received by THS from Village operations will be used to further and promote the general welfare and interests of the Village.

All costs of using, managing and operating the Village will be the responsibility of THS, subject to TROY'S payments of or toward such costs pursuant to this Agreement.

10. PROTECTION OF COLLECTIONS. THS recognizes that Village buildings, archives and other collections are not financial assets and will adhere to the American Alliance of Museums Code of Ethics (1991), attached hereto as Exhibit 4, regarding the acquisition, accessioning, deaccessioning, and disposal of collections materials. Any property of TROY'S shall not be used as collateral by THS. THS shall not deaccession or dispose of any building contents or other collection materials without prior notice to TROY's contact person. If, after consultation with TROY'S contact person, there is a dispute between TROY and THS regarding a deaccessioning or disposal issue, the parties agree to abide by the decision of TROY's City Manager. New accessions donated to or purchased by THS will become the property of TROY. Any proceeds from the sale of any building, contents or other collection materials will be used only for the acquisition of new artifacts, or archival materials, or for the care of existing collections.

11. SECURITY. THS shall allow members of the Troy Police Department and/or any other federal or state law enforcement agency onto the Village Premises at any time to ensure security of the Premises.

12. DUTIES, RESPONSIBILITIES, AND RIGHTS OF TROY IN VILLAGE OPERATIONS.

A. Utilities and Maintenance. To insure the continued integrity of the Village and its Premises, assets, buildings and collections, for the present and future benefit of the public and school children, whether or not the Village is open to the public, and in recognition of TROY'S continued ownership of all Village assets and collections, TROY will provide an annual operations appropriation to

THS for the duration of this Agreement, which will be allocated for the following costs of maintaining the Village at least at the level it was maintained from July 1, 2015 to June 30, 2016:

- (1) Utilities to all Village buildings, including heat, electricity, water, and building security;
- (2) Maintain liability insurance for TROY;
- (3) Building maintenance ;
- (4) Grounds maintenance of the Premises including all areas abutting adjacent streets, including mowing, tree trimming, snow removal, and fall clean-up ;
- (5) Trash removal from Premises barrels on days the Village is open to the public and emptying of Premises dumpsters on a regular basis.
- (6) TROY will provide and pay for three (3) analog phone lines for Village security, fax/credit card, and fire.
- (7) TROY will provide at least two (2) computers connected to TROY'S City server so that Village employees and volunteers may have access to the PastPerfect (a registered trademark of the American Association of State and Local History) database that resides on the TROY City server and contains the digital records of TROY'S Village archive and collections as well as THS donations and membership records. Troy will provide PastPerfect upgrades as they become available.

This Paragraph 12.A annual operations appropriation may be paid by TROY in part or wholly directly to the service providers instead of to THS. TROY

shall at least annually advise THS of the amounts so paid by TROY directly.

B. Repairs and Improvements. TROY will provide separate funding, through the annual capital budget process, to invest in the Village so as to insure that its grounds and all buildings, which are included in a locally designated Historic District, are maintained in compliance with Chapter 13, the local preservation ordinance, State of Michigan statutes and the U.S. Department of Interior Standards for Historic Rehabilitation. Such funding for maintenance shall include the cost, not to exceed two thousand dollars (\$2,000) in any year, of retaining an architect experienced in historic building preservation and approved by THS, for consultation at least annually with respect to such maintenance. The primary method of the architect's consultation is intended to be a "walk through" inspection of the Village's buildings to call attention to repair and maintenance issues before they become major problems. All appropriations by TROY toward such funding will be used by THS, with TROY's prior approval, or by Troy, to make repairs and improvements, as approved by TROY's Historic District Commission and in consultation with TROY'S contact person. In the event of catastrophic damage, TROY will work in consultation with THS and the Historic District Commission to implement appropriate restorations in compliance with the Department of Interior Standards for Historic Restoration.

C. Miscellaneous Items.

1. TROY shall continue to pay licensing fees for the Village for performance rights organizations such as the American Society of Composers, Authors

and Publishers (ASCAP), Broadcast Music Incorporated (BMI) and Society of European Stage Authors and Composers (SESAC).

2. TROY shall transfer maintenance of Village collections electronic database (PastPerfect) to THS.
3. The parties shall endeavor to have a representative of TROY, such as its City Manager or his designee, serve on the Board of Trustees of THS.

13. AUDITS AND REPORTS. By December 31st of each year, THS shall furnish to TROY an annual report of THS activities with respect to the Village for the previous fiscal year ended June 30th. This report shall include the following subject matters:

- a. Itemized revenues and expenses;
- b. Fund raising activities;
- c. Number of visitors during the reporting period;
- d. The schedule of hours of operation of the Village during the reporting period and the average number of hours per week that the Village was open to the public during the reporting period; and
- e. List of major accessions and deaccessions.

By January 31st of each year, THS shall deliver a copy of its annual financial statements for the previous fiscal year, audited by an independent certified public accountant, to TROY.

14. INSURANCE. THS shall carry general liability insurance, commercial personal property insurance, workers compensation, and motor vehicle liability, and

for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by TROY and set forth in the attached Exhibit 5 — Sample Certificate of Insurance. TROY shall be named as an additional insured on the general liability insurance using the following wording: "City of Troy, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are additional insureds" on ISO form B or broader.

TROY shall be notified of any cancellation or material change of any insurance within 30 days. The cancellation clause shall read:

"Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured."

Cancellation of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless THS immediately provides proof of renewal of continuous coverage to TROY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to TROY.

Proof of insurance meeting these requirements shall be provided to TROY within 24 hours after execution of this Agreement.

THS is responsible for any deductibles for any of the policies. THS shall furnish to TROY three (3) complete copies of the acceptable Certificates of Insurance and evidence of coverage. If any of the policies expire during the term of the Agreement, THS shall deliver renewal certificates and/or policies to TROY at least ten (10) days prior to the expiration date.

15. INDEMNIFICATION. To the fullest extent permitted by law, THS agrees to defend, pay on behalf of, indemnify, and hold harmless TROY, its elected and appointed officials, employees and volunteers and others working on behalf of TROY, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from TROY, its elected and appointed officials, employees, volunteers or others working on behalf of TROY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by THS as outlined in this Agreement or as relating to or resulting from those activities.

16. ALCOHOL AND TOBACCO USE. THS shall prohibit the use and smoking of tobacco, e-cigarettes, and all other smoking products and devices within the Village Premises at all times. The use of alcohol on Village Premises shall be prohibited unless there is a valid permit issued by the Michigan Liquor Control Commission. Persons who refuse to cooperate with this requirement shall be removed from the Premises by THS and/or law enforcement personnel.

17. **DUTY TO NOTIFY AND COOPERATE.** The parties shall provide notice within twenty-one (21) days of the receipt of any claim for damages or injuries. The parties shall cooperate with the defense of any claims subject to the indemnification provisions of Paragraph 15.

18. **TERM OF AGREEMENT.** This Agreement shall remain in effect for a ten (10) year period beginning on July 1, 2016 and ending on June 30, 2026 unless terminated by either party as set out in Paragraph 19. Within sixty (60) days prior to the end of the term of this Agreement, THS shall notify TROY that it desires to continue to perform the services described in this Agreement. At that time, Troy City Council may decide to renew the Agreement for an additional ten (10) or five (5) year period. Thereafter, Troy City Council has three (3) options to renew the Agreement for ten (10) or five (5) year periods.

19. **TERMINATION AND SURRENDER OF PREMISES.** TROY or THS for any reason may terminate this Agreement upon one hundred twenty (120) days written notice to the other party. Notice shall be provided as set out in Paragraph 27. THS shall peaceably surrender the Village Premises to TROY immediately when requested to do so by TROY in at least as good condition as on the date of first use of the Village Premises by THS under this Agreement, excepting normal wear and tear.

20. **TAXES.** THS agrees to pay any and all sales, use or other taxes that may be legally due and owing to any governmental agency as a result of its use, operation, occupation and/or management of the Village.

21. **ACCOUNTING.** For the purpose of ascertaining revenues and expenditures, THS agrees to maintain records showing all income, expenditures and other receipts with respect to THS's use, operation and/or management of the Village. TROY shall have the right to examine THS's records at any time. THS further agrees to meet with the City Manager of TROY or his/her designee when requested, but at least once a calendar year, for the purpose of jointly evaluating the continued use, operation and/management of the Village. THS shall further provide to TROY on request an annual verification or certification status as a Michigan Non-Profit Organization. THS will provide an annual report to TROY and include financial reporting of revenues, expenditures and programming reviews as set out in Paragraph 13.

22. **INDEPENDENT CONTRACTOR RELATIONSHIP.** THS is an independent contractor and as such shall have full authority and responsibility to discharge the duties imposed upon it hereunder without restrictions other than those imposed by or pursuant to this Agreement. Nothing contained in this Agreement shall constitute the parties as partners or joint venturers for any purpose, it being the express intention of the parties that no such partnership or joint venture exists and that each party has only those duties to the other that are specified in this Agreement.

23. **DOCUMENTATION.** TROY and THS agree that they will execute and deliver any documents which may be necessary to implement this Agreement.

24. **NO AUTHORITY TO BIND OTHER PARTY.** THS, its Board of Trustees and its Officers, shall not have any right or authority to bind or obligate TROY, nor shall TROY

have any right or authority to bind or obligate THS, without the other party's prior written consent.

25. NON-ASSIGNABILITY. THS's privilege to use, operate and manage the Village premises shall be solely in connection with this Agreement. THS shall not transfer or assign this Agreement or any rights hereunder. This Agreement is non-assignable in whole or in part.

26. CONTACT PERSONS. TROY will contact the President of THS regarding issues of concern regarding use, operation and management of the Village premises and this Agreement. In the absence or unavailability of the President, TROY will contact the individual named by the President as his/her designee. For concerns regarding the day to day use, operation and management of the Village premises, THS will contact the City Manager or an individual named as his/her designee.

27. NOTICES. All notices required under this Agreement shall be in writing and be sent by certified mail addressed to the respective party at the address indicated below or at such other address as the parties shall designate in writing. A change in address may be effected by a letter sent via first class mail by either party to the other. Notices regarding termination shall be sent by certified mail return receipt requested. In the alternative, notices of termination may be given by personal service on the party. For purposes of this Agreement, "prior notice" means notice given at least ten (10) business days before the effective date of the subject of the notice.

To TROY-

Troy City Manager
Troy City Hall
500 W. Big Beaver Rd.
Troy, MI 48084

With copies to-

Troy City Clerk
Troy City Hall
500 W. Big Beaver Rd.
Troy, MI 48084

and

Troy City Attorney
Troy City Hall
500 W. Big Beaver Rd.
Troy , MI 48084

To THS -

Troy Historical Society
Attention: President
60 W. Wattles Rd.
Troy, MI 48098

With copies to:

Troy Historic Village
Executive Director
60 W. Wattles Rd.
Troy, MI 48098

28. ENTIRE AGREEMENT: AMENDMENT; WAIVER. This Agreement is and shall be deemed to be the complete and final expression of the agreement between the parties as to the matters contained in and related to this Agreement and supersedes any previous understandings, dealing and communications, including the 2011 Agreement, negotiations, discussions, representations, warranties, information,

documents and agreements, between the parties pertaining to such matters. This Agreement shall not be modified or amended except pursuant to a written agreement signed by both parties. Any waiver of any party's rights or obligations under this Agreement must be in writing and must be signed by the party against which such waiver is to be enforced. No party's failure to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either party of any right or remedy in one situation shall constitute a waiver of such party's rights or remedies in any other subsequent situation, whether similar or not.

29. **SEVERABILITY.** If any court, agency, commission, legislative body or other authority of competent jurisdiction declares invalid, illegal or unenforceable any portion of this Agreement or its application to any person, that decision shall not affect the validity of the remaining portions of this Agreement.

30. **NO THIRD PARTY BENEFICIARIES.** Except to the extent expressly contemplated in this Agreement, the obligations undertaken by TROY and THS in this Agreement are for the benefit of TROY and THS only, and neither any creditor of TROY and THS, nor any other party, shall have the right to rely on or enforce the provisions of this Agreement as a third-party beneficiary or otherwise.

31. **COMPLIANCE WITH THE LAW.** THS shall comply with all Federal and State laws, and TROY's Code of Ordinances. THS shall comply with all permit and licensing requirements, including, but not limited to, acquiring any permits or licenses required under those laws.

32. **NON-DISCRIMINATION.** THS shall not discriminate in the hiring of any employees or contractors, in its use of volunteers or in its use of the Premises, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, disability, familial relationship, political orientation or any other illegal basis.

33. **GOVERNMENTAL IMMUNITY.** By entering into this Agreement, TROY in no way gives up its right to claim governmental immunity or any other defense provided to governmental entities under Federal or State law, on behalf of itself, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of TROY, its boards, commissions and/or authorities, or board members, employees, and volunteers.

34. **SECTION HEADINGS.** The Section headings contained in this Agreement have been inserted only as a matter of convenience and for reference and will not be construed to define, limit or describe the scope or intent of any provision of this Agreement.

35. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Oakland County Circuit Court, Michigan.

36. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

WITNESSES:

Cheryl A. Stewart
Cheryl A. Stewart

Susan K. Riestler
SUSAN K. Riestler

WITNESSES:

Cheryl A. Stewart
Cheryl A. Stewart

BLOOMFIELD 99998-244 1614411v3

CITY OF TROY:

a Michigan Municipal Corporation

By: Dane Slater
Dane Slater, Mayor

By: Aileen Dickson
Aileen Dickson, City Clerk

TROY HISTORICAL SOCIETY,

a Michigan Non-Profit Corporation

By: Judith A. Iceman
Judith A. Iceman

Title: President

EXHIBIT 1

**Troy Historical Society
Mission, Vision, Values
Approved 2013**

Mission Statement

The Troy Historical Society stimulates discovery and cultivates life-long appreciation of history by sharing and preserving heritage through creative, meaningful experiences that engage our stakeholders.

Values

The Troy Historical Society will provide a welcoming environment that:

- **Engages** visitors and stakeholders in positive learning experiences and social interactions;
- **Respects** the significance of history as we seek knowledge, understanding, and relevance in our lives;
- **Recognizes** the importance of archival and material collections as social objects and catalysts for sharing information and ideas;
- **Embraces** innovation and encourages passion and creativity in our work;
- **Encourages** the objective analysis, civil discussion, and evaluation of controversial issues;
- **Promotes** a culture of stewardship where all adhere to the highest standards of historic preservation, manage resources with integrity and transparency, and treat all stakeholders with dignity and respect.

Vision

Our 2020 Vision for the Troy Historic Village

- The Troy Historic Village embraces and supports four key characteristics:
 - PRESERVATION, PRESENTATION, and ACCESS to historical artifacts, archives, and resources;
 - EDUCATION of visitors and key stakeholder groups;
 - ECONOMIC DEVELOPMENT for the City of Troy and region;
 - COMMUNITY DEVELOPMENT for social interaction and open community dialogue on issues of importance.

- The Village provides an exciting and dynamic visitor experience, including hands-on interactions; new technologies for information and education; convenient hours; and attentive, friendly, and knowledgeable staff and volunteers.
- The Village makes history come alive and meaningful to everyone. Our facilities, artifacts, resources serve as valuable social tools for the community, facilitating active discussion, interaction, and human connectedness.
- The Village's programs and services are extensive and diverse, attractive to all age groups, ethnic backgrounds, and educational interests.
- The Village is widely known throughout southeast Michigan as an exciting cultural destination and serves as an economic development resource for the City of Troy. It is a unique community resource in attracting new businesses and employees.
- The Village's diverse program and service offerings, well managed and governed operations, high visitor and customer volumes, and well-supported fund development and investment efforts ensure that the Village is financially viable and self-sustaining for the long term.

Our 2020 Vision for the Troy Historical Society

- Board of Trustees and Committee members serve as ambassadors for the Troy Historic Village and are fully engaged in their communities including government, service clubs, business groups, and other organizations.
- Board of Trustees and Committee members actively share information about the Village, and enlist financial and volunteer support for programs and services that make history come alive.
- Board of Trustees members provide professional and technical guidance in the governance of Village operations, and reflect a wide diversity of skills, experience, ethnic and racial composition, and perspectives.
- Board of Trustees and Committee members establish and actively support a healthy and robust fund development effort that sustains the Village and completes all site development projects, including a barn and visitors center.
- Troy Historical Society members are also Villagers who use access to the human and material resources at the Troy Historic Village to expand their knowledge and understanding of history and who appreciate the significance of cultural heritage in their lives.

EXHIBIT 2

Troy Historic Village
Legal Descriptions

60 W. Wattles Road

Troy Historic Village:

Parcel ID: 88-20-16-478-035

T2N, R11E, SEC 16 LAKEWOOD SUB LOT 89 TO 92 INCL, ALSO LOTS 131 TO 134 INCL EXC S 27 FT
TAKEN FOR RD, ALSO N 30.75 FT OF LOT 138, ALSO LOTS 139 TO 142 INCL, EXC E 27 FT TAKEN
FOR LIVERNOIS RD 11-15-94 FR 028 & 030

Plus

100 W. Wattles Road:

T2N, R11E, SEC 16 LAKEWOOD SUB LOT 130 EXC S 27 FT TAKEN FOR WATTLES RD

Plus

109 Lange:

T2N, R11E, SEC 16 LAKEWOOD SUB LOT 93

EXHIBIT 3

Inventory of Troy Historic Village Furnishings- 2011, Updated 2016

Category	Description (Unless noted all measurements are in inches)	Quantity
Desks	Metal office desks, Formica tops, 52 x 40	6
	Corner (wrap around) desk units with 3-drawer base units	2
	Old wood desk, 54 x 30	1
Tables	Computer tables (sizes range from 38 x 24 to 60 x 36)	7
	Conference tables, 96 x 44	2
	Card table	1
	Work tables, 24 x 60	2
	Work table, adjustable, 48 x 24	1
	6 foot banquet tables	8
	8 foot banquet tables	8
	School tables, 72 x 18	10
	8 foot folding tables (very old metal and particle board)	9
	Work bench, 72 x 36	1
	Round table (misc. for display)	1
Chairs	High backed office chairs	9
	Conference room chairs (upholstered with arms)	10
	General use chairs (upholstered no arms)	12
	Misc. office and computer chairs	12
	Old kitchen chairs (Naugahyde-vinyl)	10
	Wooden folding chairs	40
File cabinets	2 drawer letter	8
	3 drawer legal	1
	4 drawer letter	1
	4 drawer legal	2
	4 drawer legal (archive)	9

	5 drawer	1
	2 drawer lateral	2
	4 drawer lateral	6
	Map drawer (archive)	2
Cabinetry	Wooden bookcases with glass doors, 52 x 40 x 24	3
	Bookshelf units with shelves and cupboards, 42 x 29	3
	Glass display cases, 75 x 60 x 24	1
	Glass display cases, 60 x 42 x 22	1
	Glass display cases, 48 x 40 x 20	2
	Old wooden display cases, 64 x 25 x 25	1
	Old wooden display cases, 64 x 75 x 25	1
	Old wooden display cases, 36 x 75 x 25	2
	Magazine and pamphlet holder, 19 x 42 x 12	1
	Upright player piano (Bush and Gerts, Chicago)	1
	Toy chests	2
	Child's table and chair set	1
	Wooden chest (lobby)	1
	Antique table (lobby)	1
	Vintage chair (lobby)	1
Storage Units	Mobile Storage Units	7
	Metal storage cabinets, 76 x 36 x 18	4
	Rubbermaid AV carts	2
	Large AV stand	1
	Industrial shelf units (metal with $\frac{3}{4}$ " particle board shelves) collections storage	67
	Metal utility shelf units, 74 x 36 x 18	16
	Small metal shelf units, various sizes generally 36 x 30 x 18	10
	Mini library shelf units, 84 x 36 x 12	6

Outdoor	Picnic tables	13-12
	Cast iron and wood park benches	7
	Ash park benches	7
	Oak trash barrels with vinyl liners and wooden lids	6
	Metal trash barrels	2
Audio visual and IT	Carvin 400 sound stage system (2 amplifiers with one microphone)	1
	TV, portable, Montgomery Ward	1
	TV/VCR, small portable, Toshiba	1
	TV, portable Sharp	1
	Panasonic VHS player	1
	Samsung DVD/VHS Player	1
	Sony Audio Visual Control Center	1
	Kodak Carousel Projector	1
	Sanyo Transcribing tape recorder	1
	Olympus C-7070 Wide Zoom digital camera	1
	Projection Screen	1
	hp scanjet 8200 scanner for archive	1
	hp Deskjet 6540 color inkjet printer	1
	Brother Intellifax 2920 fax machine	1
	Epson EMP-811p LCD projector with travel case	1
	Epson LCD projector ceiling mounted in church	1
Appliances	Kenmore refrigerator (donated)	1
	Kenmore stove (donated)	1
	Old upright freezer (donated for collections treatment)	1
	Microwave ovens (donated)	2
Office Machines	Fellows PS77C shredder	1
	Holmes Hepe Dehumidifiers	6

	Nilfisk Hepa vacuum cleaners for collections areas	5
	Utility lights on stands	3
	IBM Personal Wheelwriter 2 typewriter	1
	TBS paraffin Pot	1
	Sharp EL-1750PIII adding machines	2
	Oscillating floor fans	4
Miscellaneous	Portable, collapsible easels	3
	Bulletin boards- framed cork	10
	Bulletin Boards- fabric covered	2
	Hat Tree	1
	Wheelchair	1
	Chest coolers	3
	Coffee urns	3
	Bunn Coffee maker	1
	Flexi display units	4
	Imagine Banner with stand	1
	Display Manikins	7
	Kinder Timber log cabin (activity set for children)	1
	Interior Christmas decorations for each building	

Items with strikethrough:

- Stopped working and were replaced by THS
- Were obsolete, worn beyond use, or broken and were disposed of through Building Operations

EXHIBIT 4



[Click here to print](#)

Code of Ethics for Museums

Introduction

Ethical codes evolve in response to changing conditions, values, and ideas. A professional code of ethics must, therefore, be periodically updated. It must also rest upon widely shared values. Although the operating environment of museums grows more complex each year, the root value for museums, the tie that connects all of us together despite our diversity, is the commitment to serving people, both present and future generations. This value guided the creation of and remains the most fundamental principle in the following *Code of Ethics for Museums*.

Code of Ethics for Museums

Museums make their unique contribution to the public by collecting, preserving, and interpreting the things of this world. Historically, they have owned and used natural objects, living and nonliving, and all manner of human artifacts to advance knowledge and nourish the human spirit. Today, the range of their special interests reflects the scope of human vision. Their missions include collecting and preserving, as well as exhibiting and educating with materials not only owned but also borrowed and fabricated for these ends. Their numbers include both governmental and private museums of anthropology, art history and natural history, aquariums, arboreta, art centers, botanical gardens, children's museums, historic sites, nature centers, planetariums, science and technology centers, and zoos. The museum universe in the United States includes both collecting and noncollecting institutions. Although diverse in their missions, they have in common their nonprofit form of organization and a commitment of service to the public. Their collections and/or the objects they borrow or fabricate are the basis for research, exhibits, and programs that invite public participation.

Taken as a whole, museum collections and exhibition materials represent the world's natural and cultural common wealth. As stewards of that wealth, museums are compelled to advance an understanding of all natural forms and of the human experience. It is incumbent on museums to be resources for humankind and in all their activities to foster an informed appreciation of the rich and diverse world we have inherited. It is also incumbent upon them to preserve that inheritance for posterity.

Museums in the United States are grounded in the tradition of public service. They are organized as public trusts, holding their collections and information as a benefit for those they were established to serve. Members of their governing authority, employees, and volunteers are committed to the interests of these beneficiaries. The law provides the basic framework for museum operations. As nonprofit institutions, museums comply with applicable local, state, and federal laws and international conventions, as well as with the specific legal standards governing trust responsibilities. This *Code of Ethics for Museums* takes that compliance as given. But legal standards are a minimum. Museums and those responsible for them must do more than avoid legal liability; they must take affirmative steps to maintain their integrity so as to warrant public confidence. They must act not only legally but also ethically. This *Code of Ethics for Museums*, therefore, outlines ethical standards that frequently exceed legal minimums.

Loyalty to the mission of the museum and to the public it serves is the essence of museum work, whether volunteer or paid. Where conflicts of interest arise — actual, potential, or perceived — the duty of loyalty must never be compromised. No individual may use his or her position in a museum for personal gain or to benefit another at the expense of the museum, its mission, its reputation, and the society it serves.

For museums, public service is paramount. To affirm that ethic and to elaborate its application to their governance, collections, and programs, the American Association of Museums promulgates this *Code of Ethics for Museums*. In subscribing to this code, museums assume responsibility for the actions of members of their governing authority, employees, and volunteers in the performance of museum-related duties. Museums, thereby, affirm their chartered purpose, ensure the prudent application of their resources, enhance their effectiveness, and maintain public confidence. This collective endeavor strengthens museum work and the contributions of museums to society — present and future.

Governance

Museum governance in its various forms is a public trust responsible for the institution's service to society. The governing authority protects and enhances the museum's collections and programs and its physical, human, and financial resources. It ensures that all these resources support the museum's mission, respond to the pluralism of society, and respect the diversity of the natural and cultural common wealth.

Thus, the governing authority ensures that:

- all those who work for or on behalf of a museum understand and support its mission and public trust responsibilities
- its members understand and fulfill their trusteeship and act corporately, not as individuals
- the museum's collections and programs and its physical, human, and financial resources are protected, maintained, and developed in support of the museum's mission
- it is responsive to and represents the interests of society
- it maintains the relationship with staff in which shared roles are recognized and separate responsibilities respected
- working relationships among trustees, employees, and volunteers are based on equity and mutual respect
- professional standards and practices inform and guide museum operations
- policies are articulated and prudent oversight is practiced
- governance promotes the public good rather than individual financial gain.

Collections

The distinctive character of museum ethics derives from the ownership, care, and use of objects, specimens, and living collections representing the world's natural and cultural common wealth. This stewardship of collections entails the highest public trust and carries with it the presumption of rightful ownership, permanence, care, documentation, accessibility, and responsible disposal.

Thus, the museum ensures that:

- collections in its custody support its mission and public trust responsibilities
- collections in its custody are lawfully held, protected, secure, unencumbered, cared for, and preserved
- collections in its custody are accounted for and documented
- access to the collections and related information is permitted and regulated
- acquisition, disposal, and loan activities are conducted in a manner that respects the protection and preservation of natural and cultural resources and discourages illicit trade in such materials
- acquisition, disposal, and loan activities conform to its mission and public trust responsibilities
- disposal of collections through sale, trade, or research activities is solely for the advancement of the museum's mission. Proceeds from the sale of nonliving collections are to be used consistent with the established standards of the museum's discipline, but in no event shall they be used for anything other than acquisition or direct care of collections.
- the unique and special nature of human remains and funerary and sacred objects is recognized as the basis of all decisions concerning such collections
- collections-related activities promote the public good rather than individual financial gain
- competing claims of ownership that may be asserted in connection with objects in its custody should be handled openly, seriously, responsively and with respect for the dignity of all parties involved.

Programs

Museums serve society by advancing an understanding and appreciation of the natural and cultural common wealth through exhibitions, research, scholarship, publications, and educational activities. These programs further the museum's mission and are responsive to the concerns, interests, and needs of society.

Thus, the museum ensures that:

- programs support its mission and public trust responsibilities
- programs are founded on scholarship and marked by intellectual integrity

- programs are accessible and encourage participation of the widest possible audience consistent with its mission and resources
- programs respect pluralistic values, traditions, and concerns
- revenue-producing activities and activities that involve relationships with external entities are compatible with the museum's mission and support its public trust responsibilities
- programs promote the public good rather than individual financial gain.

Promulgation

This *Code of Ethics for Museums* was adopted by the Board of Directors of the American Association of Museums on November 12, 1993. The AAM Board of Directors recommends that each nonprofit museum member of the American Association of Museums adopt and promulgate its separate code of ethics, applying the *Code of Ethics for Museums* to its own institutional setting.

A Committee on Ethics, nominated by the president of the AAM and confirmed by the Board of Directors, will be charged with two responsibilities:

- establishing programs of information, education, and assistance to guide museums in developing their own codes of ethics
- reviewing the *Code of Ethics for Museums* and periodically recommending refinements and revisions to the Board of Directors.

Afterword

In 1987 the Council of the American Association of Museums determined to revise the association's 1978 statement on ethics. The impetus for revision was recognition throughout the American museum community that the statement needed to be refined and strengthened in light of the expanded role of museums in society and a heightened awareness that the collection, preservation, and interpretation of natural and cultural heritages involve issues of significant concern to the American people.

Following a series of group discussions and commentary by members of the AAM Council, the Accreditation Commission, and museum leaders throughout the country, the president of AAM appointed an Ethics Task Force to prepare a code of ethics. In its work, the Ethics Task Force was committed to codifying the common understanding of ethics in the museum profession and to establishing a framework within which each institution could develop its own code. For guidance, the task force looked to the tradition of museum ethics and drew inspiration from AAM's first code of ethics, published in 1925 as *Code of Ethics for Museum Workers*, which states in its preface:

Museums, in the broadest sense, are institutions which hold their possessions in trust for mankind and for the future welfare of the [human] race. Their value is in direct proportion to the service they render the emotional and intellectual life of the people. The life of a museum worker is essentially one of service.

This commitment to service derived from nineteenth-century notions of the advancement and dissemination of knowledge that informed the founding documents of America's museums. George Brown Goode, a noted zoologist and first head of the United States National Museum, declared in 1889:

The museums of the future in this democratic land should be adapted to the needs of the mechanic, the factory operator, the day laborer, the salesman, and the clerk, as much as to those of the professional man and the man of leisure. . . . In short, the public museum is, first of all, for the benefit of the public.

John Cotton Dana, an early twentieth-century museum leader and director of the Newark Museum, promoted the concept of museum work as public service in essays with titles such as "Increasing the Usefulness of Museums" and "A Museum of Service." Dana believed that museums did not exist solely to gather and preserve collections. For him, they were important centers of enlightenment.

By the 1940s, Theodore Low, a strong proponent of museum education, detected a new concentration in the museum profession on scholarship and methodology. These concerns are reflected in *Museum Ethics*, published by AAM in 1978, which elaborated on relationships among staff, management, and governing authority.

During the 1980s, Americans grew increasingly sensitive to the nation's cultural pluralism, concerned about the global environment, and vigilant regarding the public institutions. Rapid technological change, new public policies relating to nonprofit corporations, a troubled educational system, shifting patterns of private and public wealth, and increased

financial pressures all called for a sharper delineation of museums' ethical responsibilities. In 1984 AAM's Commission on Museums for a New Century placed renewed emphasis on public service and education, and in 1986 the code of ethics adopted by the International Council of Museums (ICOM) put service to society at the center of museum responsibilities. ICOM defines museums as institutions "in the service of society and of its development" and holds that "employment by a museum, whether publicly or privately supported, is a public trust involving great responsibility."

Building upon this history, the Ethics Task Force produced several drafts of a Code of Ethics for Museums. These drafts were shared with the AAM Executive Committee and Board of Directors, and twice referred to the field for comment. Hundreds of individuals and representatives of professional organizations and museums of all types and sizes submitted thoughtful critiques. These critiques were instrumental in shaping the document submitted to the AAM Board of Directors, which adopted the code on May 18, 1991. However, despite the review process, when the adopted code was circulated, it soon became clear that the diversity of the museum field prevented immediate consensus on every point.

Therefore, at its November 1991 meeting, the AAM Board of Directors voted to postpone implementation of the Code of Ethics for at least one year. At the same meeting an Ethics Commission nominated by the AAM president was confirmed. The newly appointed commission — in addition to its other charges of establishing educational programs to guide museums in developing their own code of ethics and establishing procedures for addressing alleged violations of the code — was asked to review the code and recommend to the Board changes in either the code or its implementation.

The new Ethics Commission spent its first year reviewing the code and the hundreds of communications it had generated, and initiating additional dialogue. AAM institutional members were invited to comment further on the issues that were most divisive — the mode of implementation and the restrictions placed on funds from deaccessioned objects. Ethics Commission members also met in person with their colleagues at the annual and regional meetings, and an ad hoc meeting of museum directors was convened by the board president to examine the code's language regarding deaccessioning.

This process of review produced two alternatives for the board to consider at its May meeting: (1) to accept a new code developed by the Ethics Commission, or (2) to rewrite the sections of the 1991 code relating to use of funds from deaccessioning and mode of implementation. Following a very lively and involved discussion, the motion to reinstate the 1991 code with modified language was passed and a small committee met separately to make the necessary changes.

In addition, it was voted that the Ethics Commission be renamed the Committee on Ethics with responsibilities for establishing information and educational programs and reviewing the Code of Ethics for Museums and making periodic recommendations for revisions to the board. These final changes were approved by the board in November 1993 and are incorporated into this document, which is the AAM *Code of Ethics for Museums*.

Each nonprofit museum member of the American Association of Museums should subscribe to the AAM *Code of Ethics for Museums*. Subsequently, these museums should set about framing their own institutional codes of ethics, which should be in conformance with the AAM code and should expand on it through the elaboration of specific practices. This recommendation is made to these member institutions in the belief that engaging the governing authority, staff, and volunteers in applying the AAM code to institutional settings will stimulate the development and maintenance of sound policies and procedures necessary to understanding and ensuring ethical behavior by institutions and by all who work for them or on their behalf.

With these steps, the American museum community expands its continuing effort to advance museum work through self-regulation. The *Code of Ethics for Museums* serves the interests of museums, their constituencies, and society. The primary goal of AAM is to encourage institutions to regulate the ethical behavior of members of their governing authority, employees, and volunteers. Formal adoption of an institutional code promotes higher and more consistent ethical standards. To this end, the Committee on Ethics will develop workshops, model codes, and publications. These and other forms of technical assistance will stimulate a dialogue about ethics throughout the museum community and provide guidance to museums in developing their institutional codes.

EXHIBIT 5

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Complete <input type="checkbox"/> <u>Sample Certificate</u> </div>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Complete </div>	INSURER A: XYZ Company INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RWR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> City of Troy - additional insured see below <input checked="" type="checkbox"/> Annual Contract Aggregate Limit GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG. \$ 1,000,000
X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	CARTRAIL LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0003	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WORKSTATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional insured under General Liability - City of Troy including all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers on ISO form B or broader.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER A	CANCELLATION
City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
AUTHORIZED REPRESENTATIVE	



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 13, 2017

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Elaine S. Bo, Recreation Director
Kurt Bovensiepe, Public Works Director

Subject: Renewal of the Troy Nature Society Agreement

History

The Troy Nature Society (TNS) was founded in the spring of 2010 as a 501c3 organization to support the Lloyd A. Stage Nature Center. In 2011, the Nature Society and the City entered into an agreement for the Nature Society to provide programming at the Nature Center. It has been mutually beneficial for the City and the residents of Troy.

The current agreement expires June 30, 2017. City Administration has worked with TNS to develop a renewal agreement with a few modifications. The proposed new agreement includes these changes:

1. Allows TNS to erect a 20'x 30' tent to hold classes/events. In addition it allows persons reserving this tent to obtain the same permissions for beer and wine as allowed in all other park shelters.
2. Gives permission for TNS or its patrons to host events under the tent or inside the Stage Nature Center and potentially serve alcohol when there is a caterer with a liquor license.
3. The term of the agreement is ten years beginning July 1, 2017, and there is one option to renew.

Both a red line and clean copy of the proposed new agreement are attached, which also includes the proposed TNS Rental Agreement.

Financial

Funds are budgeted in the Nature Center account 101.771.7802.070.

Recommendation

City administration recommends approval of the agreement as attached with the Troy Nature Society for a ten year term beginning July 1, 2017.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney
ESB/g/Rec/bo documents

Date



500 West Big Beaver
Troy, MI 48084
troymi.gov

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

At a Regular meeting of the Troy City Council held on Monday, June 19, 2017, the following Resolution was passed:

I-5 Renewal of Troy Nature Society Agreement (Introduced by: Elaine Bo, Recreation Director)

Resolution #2017-06-103

Moved by Henderson

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **APPROVES** an agreement with the Troy Nature Society for a ten (10) year period effective July 1, 2017, with an option to renew.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to execute the attached Agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Henderson, Hodorek, Pennington, Slater, Abraham, Baker

No: None

Absent: McCown

MOTION CARRIED

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Nineteenth day of June, 2017.

M. Aileen Dickson, MMC, CMMC
City Clerk

**2017 RENEWAL AND AMENDED RESTATEMENT OF THE AGREEMENT
BETWEEN THE CITY OF TROY AND TROY NATURE CENTER FOR
USE AND OPERATION OF LLOYD A. STAGE NATURE CENTER**

THIS AGREEMENT made this 19th day of June, 2017, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan, ("TROY") and **TROY NATURE SOCIETY**, a Michigan non-profit corporation, whose address is P.O. Box 99302, Troy, Michigan, 48099 ("TNS"), and collectively referred to as the "Parties" hereby agree as follows:

RECITALS

WHEREAS, TROY established the Lloyd A. Stage Nature Center to create passion for, and knowledge of, the natural world in the hearts and minds of its citizens leading to increased understanding and stewardship of our natural environment, as set out in its mission statement; and

WHEREAS, the mission of the TNS is to provide resources and education to inspire the appreciation and preservation of nature. The TNS will accomplish their mission through an organized structure of volunteers, fundraising efforts, and collaboration with TROY, community groups and entities; and

WHEREAS, TROY and TNS entered into a 4 year agreement effective July 1, 2013, allowing TNS to use the Premises as set out in the Agreement; and

WHEREAS, the Parties desire to renew, amend and restate in its entirety their 2013 Agreement to facilitate the mutual goals of the Parties:

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. NON-PROFIT STATUS. TNS represents and warrants that it is a Michigan non-profit corporation exempt from tax under Sec. 501 (c)(3) of the Internal Revenue Code and that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been authorized by all necessary action, including the approvals and ratification by the TNS Board of Directors prior to the effective date hereof. This Agreement shall only be effective if TNS continues its status as a Michigan non-profit corporation with the same or similar mission as attached hereto as Exhibit 1.

2. USE OF CITY PROPERTY BY TNS. TROY, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, will allow TNS the non-exclusive use of its property commonly known as the Lloyd A. Stage Nature Center, located at 6685 Coolidge Highway, Troy, Michigan 48098 ("Nature Center"), legally described on Exhibit 2.

- The use of the term "Nature Center" shall refer to the land, improvements and facilities on the Premises. The term "Premises" shall refer to the Nature Center only. The Premises are to be occupied and used for the primary purpose of promoting outdoor recreation and nature education programs under the conditions and requirements set out in this Agreement, which includes any fundraising activities and events held by TNS to support its mission.
- TNS shall have the right to have access to and may utilize the Lloyd A. Stage Nature Center building, consisting of the "interpretive center" and the maple syrup shed ("Buildings") for preparation, classes and disassembly of set up for any programs it offers consistent with its mission statement. (Exhibit 1) If at any time TROY believes the Buildings or Premises are being misused or activities are occurring which are beyond the scope of this Agreement or TNS' mission, the Director, in his/her sole discretion, may require TNS to immediately cease the activity or misuse. TNS shall be solely responsible for any damage to property caused by the misuse of or the improper use of the Premises.
- TNS shall have the sole discretion to develop and oversee classes, programs or activities and shall be solely responsible for overseeing the actual instructional material and activities of its employees or volunteers. TNS will provide a copy of the public programs and activities that are scheduled prior to public notification of the programs.
- TNS, at its own expense, may maintain and operate a Nature Center store.
- The Premises shall remain the property of TROY at all times. At any time, employees of TROY and/or agents acting on behalf of TROY may enter onto the Premises for maintenance, service and inspection or for any other purpose set out in this Agreement.

3. TROY'S EXCLUSIVE USE OF PREMISES FOR ELECTIONS. TNS acknowledges and agrees that at any time an election is held which requires use of TROY'S Premises as a polling place, the use of the Premises shall be controlled exclusively by TROY. TROY shall advise TNS as soon as reasonably possible of the dates and times that TROY will require exclusive use of the Premises for elections. During those times, TNS may be denied any and all access to the Premises or areas of the Premises designated by TROY. If at all possible, any property belonging to TNS will be allowed to remain on the property; however, TNS shall cooperate in moving the property to another area on the Premises or removing the property from the Premises when so indicated by TROY.

4. FINANCIAL ASSISTANCE. In order to insure the continued vitality of the Lloyd A. Stage Nature Center as an invaluable community resource to the citizens of Troy and

as a center of learning for Troy children and adults alike, TROY will continue to consider annual appropriations each year as part of TROY's annual budget process.

During the term of the Agreement, TROY also agrees to the following:

- Reasonable Utilities and Maintenance. TROY shall be responsible for all reasonable water, electricity and gas service used on the Premises. TROY shall be responsible for all reasonable custodial services on the Premises, including lawn mowing and parking lot snow removal. Troy shall be responsible for all park, buildings, equipment and forestry maintenance and repairs at its sole and absolute discretion.
- Trash Pick-Up. Troy shall pick up trash, so long as it is bagged and placed in designated Troy owned trash cans and placed at a properly designated location for pick-up.
- Security. TROY, at its expense, shall be responsible for the costs and maintenance of the current Vigilante security system on the Premises, or any similar system installed by TROY.
- Phone line. TROY will continue to provide the connection for the one existing analog phone line on the Premises. Any phone line billings resulting from that use of a phone at that connection site are the responsibility of TNS.

TNS may charge an admission fee for entry to the Lloyd A. Stage Nature Center building as part of the funding to support the operation of the Premises, outreach and/or programs, in addition to program/class fees. TNS may only charge reasonable admission fees subject to the approval of TROY'S Recreation Director. All other terms and conditions set forth in this Agreement shall also apply to admission fees.

5. TERM OF AGREEMENT. This Agreement shall remain in effect for a ten (10) year period beginning on July 1, 2017 unless terminated by either party as set out in Section 18. Within sixty (60) days prior to the end of the term of this Agreement, TNS shall notify TROY if it desires to continue to perform the services described in this Agreement. At that time, Troy City Council may decide to renew the Agreement for an additional five or ten year period, at which time City Council may decide to extend the original Agreement or modify terms contained in Section 4. Alternatively, City Council may decide to continue to use of the services of TNS but require that TNS and TROY enter into a new Agreement.

6. USE OF TROY'S COLLECTIONS AND EQUIPMENT ON THE PREMISES. TNS shall be entitled to use all equipment listed on TROY'S July 1, 2011 inventory to prepare and conduct workshops, classes, nature walks, and other activities promoting outdoor recreation.

If TNS at its own expense adds to the collections of TROY, those collection additions shall become the property of TROY. Any equipment purchased by TNS at its own expense shall remain the property of TNS.

7. DUTIES AND RESPONSIBILITIES OF TNS.

- Employees and Volunteers. TNS shall be responsible for the recruitment, salaries and schedules of all employees and volunteers. TNS will provide application forms, pre-approved by TROY, for potential volunteers. TNS will initially screen all individuals for acceptable volunteer candidates for TNS. Applications for volunteers found acceptable by TNS will be forwarded to TROY. TROY will run background checks with State of Michigan I-CHAT, or another program acceptable to TROY, at no cost to TNS. The completed background check responses will be returned to the TNS in a timely manner and TROY shall have absolute discretion in deciding which individual applicants shall not be accepted as volunteers due to unsatisfactory background checks or any other reason. TNS will oversee the training of their employees and volunteers. The names, addresses and telephone numbers of each employee and each volunteer will be provided to TROY upon request.

No volunteer shall be under the age of 14 years old. Any volunteers that are between the ages of 14 and 18 years old, such as, but not limited to school programs, youth volunteers or Boy Scouts or Girls Scouts, shall be supervised at all times by TNS employees and/or an adult present at the site on behalf of the volunteers.

- Program/Class Registration and Advertising. TNS shall be responsible for program, class or other activity on-line or in person registration and fee collection. TNS shall be responsible for keeping records for all registrations and fees. If there is a cancellation of a program, class or activity, TNS shall be responsible for reimbursing fees to the registrant.

TNS shall be responsible for the preparation of advertising of any programs or classes for *Troy Today* and/or the *Recreation Guide*. TROY shall have sole discretion to prohibit TNS from advertising activities in a specific publication or other media source. TROY may require that TNS remove immediately any content which, in TROY'S sole discretion, is inaccurate, offensive or not in keeping with TROY'S opinion of the mission of the Lloyd A. Stage Nature Center or the philosophy of TROY. Failure to remove the content as requested may constitute cause for an immediate termination of this Agreement.

All advertising materials prepared and/or disseminated by TNS or its agents shall contain a statement which reads: "Troy Nature Society has entered into an agreement with the City of Troy to manage the Lloyd A. Stage Nature Center. All programs and events are now under the direction of Troy Nature Society."

- Program/Class Supplies. TNS shall be responsible for the costs of all programs and/or class supplies.
- Hours of Operation and Opening/Closing of Facilities. TNS may determine the hours of programs and/or classes. TNS shall be responsible for the daily opening and closing of the facilities on the Premises during those periods it is using the Premises. TNS shall be provided with a key to the main buildings at the Nature Center.
- Daily Maintenance. TNS shall keep the Premises clean and orderly and all trash shall be kept inside and out of view until the designated trash pick-up day(s). TNS shall notify TROY immediately of any defects of whatever nature it discovers on the Premises, Buildings or trails and shall not use the Premises, or trails until TROY has inspected the defect, made repairs or closed down the Premises, Buildings and/or trails for safety reasons. Failure to notify TROY of such discovered defects shall result in liability to TNS. TNS shall be responsible for any hazardous waste as set forth in Section 30.
- Telephone/Electronic/Other Equipment. At its own expense, TNS will be solely responsible for telephones, telephone lines, computers, computer cables, fax machines, fax cables, copiers, copier cables and other electrical systems. No changes to the Premises for the installation of any telephones, telephone lines, computers, computer cables, fax machines, fax cables, copier, copier cables or other electrical systems shall be made without prior written approval of TROY. TNS shall be responsible for supplies and routine maintenance associated with the items set out in this Section.

8. ALLIANCES. TNS, after consulting with TROY'S Recreation Director, may enter into partnerships, collaborations, or other relationships with entities other than TROY to enhance the Nature Center mission-focused visitor experience, enhance operations, diversify sources of private or public funding, reduce costs, or realize other benefits or operational efficiencies.

9. TNS REVENUES. All funds received by TNS from any sources shall be used to further and promote the general welfare and interests of the Nature Center. All donations to support other TNS non-program activities or activities conducted on other premises besides the Nature Center may be used at the discretion of TNS to support its other activities. Donations to TNS with conditions or directives set by the donor relating to the Nature Center or other property owned by TROY shall be reviewed and approved by TROY. TNS shall have no authority to authorize any agreements, conditions, promises, directives or other actions on behalf of TROY.

TNS will have full control of those revenues received from all educational and recreational programs including special fund raising activities. TNS may maintain banking accounts, including, but not limited to, checking and savings accounts, special service accounts, certificates of deposit or an endowment fund. All funds from any

monies received by TNS must be accounted for in the records of TNS as set out in Section 20 of this Agreement.

10. PROTECTION OF COLLECTIONS. Any property of TROY'S shall not be used as collateral by TNS. TNS shall not de-access or dispose of any buildings or collection materials without TROY's prior permission. New accessions donated to or purchased by TNS will become the property of TROY. If TROY authorizes the sale of any building or collection materials, any proceeds from the sale of any building or collection materials will be used only for the acquisition of new artifacts, or archival materials, or for the care of existing collections.

11. SECURITY. TNS shall allow members of the Troy Police Department and/or any other federal or state law enforcement agency onto the property at any time to ensure security of the premises.

12. FINANCIAL STATEMENTS AND REPORTS. By October 31 of each year, TNS shall furnish an annual report of its activities with respect to the Nature Center to TROY. This report shall include the following subject matters:

- a. Itemized revenues and expenses;
- b. Fund raising activities;
- c. Program/class participation numbers/reports;
- d. Number of visitors during the reporting period;
- e. The schedule of hours of operation of the Nature Center during the reporting period and the average number of hours per week that the Nature Center was open to the public during the reporting period;
- f. List of major accessions and deaccessions.
- g. TNS shall deliver a copy of its annual financial statements for the previous fiscal year, audited, compiled or reviewed by an independent certified public accountant, to TROY.

13. INSURANCE. TNS shall carry general liability insurance, personal property insurance, workers compensation insurance, liquor liability insurance (if required as set out herein), and motor vehicle liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement, in coverage amounts approved by TROY. TROY shall be named as an additional insured on the general liability insurance and the liquor liability insurance (if required as set out herein), using the following wording: "City of Troy, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are additional insureds" on ISO form B or broader. Liquor liability insurance shall be required per occurrence or event. Service of liquor on the Premises at any time by TNS or its agents, without liquor liability insurance in place, shall be considered a material breach of this Agreement and TROY may immediately terminate this Agreement. Proof of liquor liability insurance will be presented to TROY'S Recreation Director at least 30 days prior to the service of any alcoholic beverages on the Premises.

TROY shall be notified of any cancellation or material change of any insurance within 30 days. The cancellation clause shall read:

“Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured.”

Cancellation of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless TNS immediately provides proof of renewal of continuous coverage to TROY. All TNS insurance carriers shall be licensed and admitted to do business in the State of Michigan and shall be acceptable to TROY. TNS shall provide TROY proof of insurance and the endorsements that meets these requirements within 24 hours after execution of this Agreement.

TNS is responsible for any deductibles for any of the policies.. If any of the policies expire during the term of the Agreement, TNS shall deliver renewal certificates and/or policies to TROY at least ten (10) days prior to the expiration date.

14. MUTUAL INDEMNIFICATION. To the fullest extent permitted by law, TNS agrees to defend, pay on behalf of, indemnify, and hold harmless TROY, its elected and appointed officials, employees and volunteers and others working on behalf of TROY, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from TROY, its elected and appointed officials, employees, volunteers or others working on behalf of TROY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by TNS as outlined in this Agreement or as relating to or resulting from those activities. To the fullest extent permitted by law, TROY agrees to defend, pay on behalf of, indemnity, and hold harmless TNS against any and all claims, demands, suits or loss, including costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from TNS, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which are proximately caused and the direct result of the gross negligence of TROY or its employees or which TROY may be statutorily liable under MCL 691.1401, et. seq..

15. ALCOHOL AND TOBACCO USE. TNS shall prohibit the use of tobacco on the Premises at all times. In accordance with Section 26.11 of TROY's ordinance, TNS or TROY can issue park shelter reservation permits, which would allow for individual consumption of wine or beer in the designated Nature Center shelter/tent. All other use of alcohol shall be prohibited unless approved by TROY and unless a valid permit is issued by the Michigan Liquor Control Commission. Persons who refuse to cooperate with this requirement shall be removed from the premises by TNS and/or law enforcement personnel.

16. PARKS AND RECREATION DEPARTMENT RULES. TNS agrees to abide by all of the rules and regulations of TROY'S Parks and Recreation Departments.

17. DUTY TO NOTIFY AND COOPERATE. The parties shall provide notice within twenty-one (21) days of the receipt of any claim for damages or injuries. The parties shall cooperate with the defense of any claims subject to the indemnification provisions of Section 14.

18. TERMINATION AND SURRENDER OF PREMISES. TROY or TNS for any reason may terminate this Agreement upon one hundred eighty (180) days written notice to the other Party. Notice shall be provided as set out in Section 36. TNS shall peacefully surrender the Premises to TROY immediately when requested to do so by TROY in the same condition as the date of first use of the Premises by TNS, excepting normal wear and tear. Either TROY or TNS may terminate this Agreement with sixty (60) days written notice for substantial breach of the terms of the Agreement.

19. TAXES. TNS agrees to pay any and all sales, use or other taxes that may be legally due and owing to any governmental agency as a result of its use, occupation and/or programming on the Premises.

20. ACCOUNTING. For the purpose of ascertaining revenues and expenditures, TNS agrees to maintain records showing all income, expenditures and other receipts with respect to TNS's use, occupation and programming on the Premises. TROY shall have the right to examine TNS's records at any reasonable time and/or place. TNS further agrees to meet with the City Manager of TROY or his/her designee when requested, but at least once a calendar year, for the purpose of jointly evaluating the continued use, occupation and programming on the Premises. TNS shall further provide to TROY an annual verification or certification status as a Michigan Non-Profit Organization. TNS will provide an annual report to TROY and include financial reporting of revenues, expenditures and programming reviews as set out in Section 12.

21. VENDING MACHINES. Subject to approval of TROY, TNS may provide vending machines for its employees, volunteers and participants at its sole expense and at its discretion regarding the contractor. TROY shall approve the location and number of vending machines prior to their installation. TNS shall at its own expense pay for the costs of installation or removal of the vending machines.

22. CONSTRUCTION, IMPROVEMENTS AND REPAIRS BY TNS. Any and all construction to be performed on or about the Premises by TNS shall not occur without the prior written consent of TROY at its sole and absolute discretion, following discussion with TNS. Any approved construction work shall be performed in a safe, proper and workmanlike manner and as expeditiously as possible so as to minimize any interference with the use of the Premises and its surrounding environs and in such a manner so as to not interfere with the use and operation of any utilities, except as mutually agreed by the Parties, that may be located within the Premises.

Any construction, improvements and repairs done by TNS at its expense shall become the property of TROY.

23. SIGNS. TNS, as an independent contractor, shall comply with TROY'S Code of Ordinances, Chapter 85, Signs, including the placement or installation of any permanent or temporary signs on the Premises. TNS shall follow any application or other procedures set out in that Ordinance.

24. CAPITAL EXPENSES. TROY shall be responsible for and have the sole discretion to determine the need for long-term capital expenses and costs to the facilities located on the Premises.

25. FIRE OR OTHER LOSS. TROY shall not be responsible or liable to TNS for any fire, theft or damage to the Premises or any property located, kept or stored on the Premises, or any loss or damage to property that may be occasioned by or through the acts or omissions of TNS, its employees, agents, officers, business invitees or any other person; or any of its or their heirs, representatives, agents or assigns, whether that property be owned by TROY or TNS. TNS shall give immediate written notice to TROY in case of fire, damage or accidents at or to the Premises.

26. USE OF SEWERS. TNS or its employees, volunteers and/or agents shall not use, deposit or discharge any material, debris or goods down any drains or sewers that in any way may cause or result in blockage or obstruction of normal sewer activities.

27. NO WARRANTIES. TNS has inspected the Premises and accepts the Premises "as is". TNS acknowledge that no warranties or representations regarding the condition of the Premises have been made by TROY.

28. MUTUAL AUTHORSHIP. This Agreement shall be deemed to have been mutually authored by the Parties.

29. COMPLIANCE WITH LAW. TNS shall comply with all Federal and State laws, and Troy's Code of Ordinances. TNS shall comply with all permit and licensing requirements, including, but not limited to, acquiring any permits or licenses required under those laws.

30. HAZARDOUS MATERIALS. TNS shall not use or permit the use of the Premises for any purpose relating to the storage or use of hazardous materials. TNS shall under no circumstances manufacture, produce, release, discharge or dispose of, on, in, or under the Premises any hazardous materials. TSN shall not allow any other person or entity to do so, or transport to or from the Premises any hazardous material.

TNS, its employees, volunteers and/or agents shall comply with all Federal and State laws, Troy's Code of Ordinances and any rules and/or regulations promulgated by

those laws, ordinances or regulations relating to hazardous materials and above ground and underground storage tanks on, in, under or about the Premises.

"Hazardous materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, injurious substance, toxic substances or related materials, including without limitation, any substance defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, toxic substances, contaminants or pollutants under any applicable Federal or State law and/or rule or regulation.

31. INDEPENDENT CONTRACTOR RELATIONSHIP. TNS is an independent contractor and as such shall have full authority and responsibility to discharge the duties imposed upon it hereunder without restrictions other than those imposed by or pursuant to this Agreement. Nothing contained in this Agreement shall constitute the Parties as partners or joint venturers for any purpose, it being the express intention of the Parties that no such partnership or joint venture exists and that each Party has only those duties to the other that are specified in this Agreement.

32. DOCUMENTATION. TROY and TNS agree that they will execute and deliver any documents which may be necessary to implement this Agreement.

33. NO AUTHORITY TO BIND OTHER PARTY. TNS, its Board of Directors and its Officers, shall not have any right or authority to bind or obligate TROY, nor shall TROY have any right or authority to bind or obligate TNS, without the other party's prior written consent.

34. NON-ASSIGNABILITY. TNS's privilege to use, occupy and provide programs on the Premises shall be solely in connection with this Agreement. TNS shall not transfer or assign this Agreement or any rights hereunder. This Agreement is non-assignable in whole or in part.

35. CONTACT PERSONS. TROY will contact the President of TNS regarding issues of concern regarding use, occupation and programs on the Premises or other concerns raised under this Agreement. In the absence or unavailability of the President, TROY will contact the individual named by the President as his/her designee. For concerns regarding the day to day use, occupation and programming on the Premises, TNS will contact TROY's Recreation Director or his/her designee. TROY's Recreation Director, or his/her designee, shall serve as the "contact person" under this Agreement.

It is the intent of this Agreement that TNS will cooperate with TROY in accommodating TROY's concerns regarding the use, occupation and programming on the Premises, including, but not limited to, the amount of fees charged for admission or programs so that members of the general public will not be prohibited financially from visiting the Nature Center. If, after consultation with TROY's contact person, there is a dispute between TROY and TNS regarding a use, occupation, admission/programming

fee or programming content issue, the Parties agree to abide by the decision of the Director.

36. NOTICES. All notices required under this Agreement shall be in writing and be sent by certified mail addressed to the respective party at the address indicated below or at such other address as the parties shall designate in writing. A change in address may be effected by a letter sent via first class mail by either party to the other. Notices regarding termination shall be sent by certified mail return receipt requested. In the alternative, notices of termination may be given by personal service on the party.

To the CITY
City Manager
TROY City Hall
500 W. Big Beaver Rd.
TROY, MI 48084

With copies to-

TROY City Clerk
TROY City Hall
500 W. Big Beaver Rd.
TROY, MI 48084

and
TROY City Attorney
TROY City Hall
500 W. Big Beaver Rd.
TROY, MI 48084

To TNS

Troy Nature Society
P.O. Box 99302
Troy, MI 48099
Attention: President

37. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement is and shall be deemed to be the complete and final expression of the agreement among the parties as to the matters contained in and related to this Agreement and supersedes any previous understandings, dealing and communications, including negotiations, discussions, representations, warranties, information, documents and agreements, among the parties pertaining to such matters. This Agreement shall not be modified or amended except pursuant to a written agreement signed by both Parties. Any waiver of any Party's rights or obligations under this Agreement must be in writing and must be signed by the Party against which such waiver is to be enforced. No Party's failure

to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either Party of any right or remedy in one situation shall constitute a waiver of such Party's rights or remedies in any other subsequent situation, whether similar or not.

38. SEVERABILITY. If any court, agency, commission, legislative body or other Authority of competent jurisdiction declares invalid, illegal or unenforceable any portion of this Agreement or its application to any person, that decision shall not affect the validity of the remaining portions of this Agreement.

39. NO THIRD PARTY BENEFICIARIES. Except to the extent expressly contemplated in this Agreement, the obligations undertaken by TROY and TNS in this Agreement are for the benefit of TROY and TNS only, and neither any creditor of TROY and TNS, nor any other party shall have the right to rely on or enforce the provisions of this Agreement as a third-party beneficiary or otherwise.

40. NON-DISCRIMINATION. TNS shall not discriminate in the hiring of any employees or contractors, in its use of volunteers or in its use of the Premises, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, disability, familial relationship, political orientation or any other illegal basis.

41. GOVERNMENTAL IMMUNITY. By entering into this Agreement, TROY in no way gives up its right to claim governmental immunity or any other defense provided to governmental entities under Federal or State law, on behalf of itself, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of TROY, its boards, commissions and/or authorities, or board members, employees, and volunteers.

42. SECTION HEADINGS. The Section headings contained in this Agreement have been inserted only as a matter of convenience and for reference and will not be construed to define, limit or describe the scope or intent of any provision of this Agreement

43. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Oakland County Circuit Court, Michigan.

44. TNS LIMITED USE OF TROY FARM. TROY, in its sole discretion, may permit TNS use of the Troy Farm, which is legally described in the Attached Exhibit 3, for any programs it offers consistent with its mission statement (Attached as Exhibit 1). Any programs and/or activities conducted at the Troy Farm must be approved by the

Director. If at any time TROY believes that the Troy Farm Property is being misused or activities are occurring which are beyond the scope of this Agreement or TNS' mission, the Director, in his/her sole discretion, may require TNS to immediately cease the activity or misuse. TNS shall be solely responsible for any damage to property caused by the misuse of or the improper use of the Troy Farm Property.

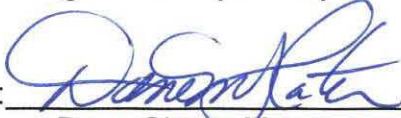
45. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the Parties hereto certify by their signatures that they are duly authorized to sign on behalf of said Parties and that this Agreement has been authorized by said Parties.

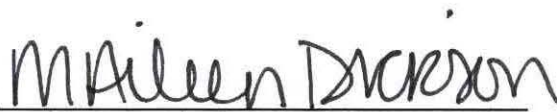
WITNESSES:

Cheryl Stewart

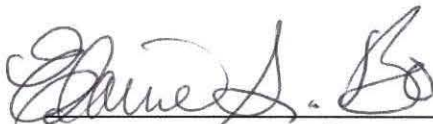
Cheryl Stewart

CITY OF TROY,
a Michigan Municipal Corporation

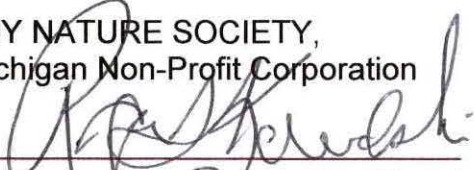
By: 
Dane Slater, Mayor

By: 
M. Aileen Dickson, MMC, City Clerk

WITNESSES:


Elaine S. Bo
Recreation Director

TROY NATURE SOCIETY,
a Michigan Non-Profit Corporation

By: 
Title: President Roger L. Kowalski

*Supporting Educational Nature
And Science Programs At
The Lloyd A. Stage Nature Center
6685 Coolidge Hwy.
Troy, MI 48098*



P.O. Box 99302
Troy MI, 48099
Phone (248) 688-9703
Fax (248) 879-9241
www.stagenaturecenter.org

Where People and Nature Meet

MEMO

Date: March 29, 2020

To: Elaine Bo

From: Bill Ording, President, Troy Nature Society

Re: Status update



Message: In light of the COVID-19 pandemic, the Executive Committee of the Troy Nature Society recently met to stress test our balance sheet and discuss actions we can take to preserve our cash through the end of our fiscal year. We want to assure you that the Committee is doing everything in its power to ensure the safety and health of the employees while maintaining the health and well-being of the owls and reptiles.

To that end, we are monitoring staff hours and reducing where appropriate. We have discontinued using our hourly paid instructors until such time as we are able to resume offering programs for schools, groups and the general public. These actions will slow our cash spend and therefore, enable us to complete the fiscal year with a positive cash balance in the bank.

As we near the City budget approval for fiscal 2021, we want to let you know this may impact our fiscal 2021 budget depending on the longevity of stay at home orders (but way too early to assess). We will continue to update you as the pandemic continues and executive orders remain in place.



Troy Historical Society

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To: Mark Miller, City Manager
Bob Bruner, Asst. City Manager and Troy Historical Society Liaison

From: Padma Kuppa, President Troy Historical Society
Troy Historical Society Board of Trustees

Date: April 2, 2020

Re: Status and Request for Assistance

As the nonprofit operator of the Troy Historic Village, the Troy Historical Society is reporting the status of the Village and the Society. The Village is closed and operations at the Village have ceased.

Staff members are scheduled and visiting briefly each day to check all buildings to report any building issues that need immediate attention. Some administrative work is continuing to be done by staff members at home.

The Troy Historical Society board members have met by phone to review the situation, and are working with THV Director Loraine Campbell to address the financial issues we face.

What has happened:

- All school field trips have stopped. These programs provide the majority of our earned revenue during the period March through June.
- The Civil War Days program for middle school students in May is cancelled. This seven-day program provides the most revenue of any program the Village offers.
- All adult programming has been suspended and we are unsure when we will be able to resume.
- Our “Group Gathers” program for presenting offsite history presentations to groups has been suspended. This program presents mostly to seniors in independent living and senior care facilities. This was our fastest-growing program offering.
- It was strongly recommended that we not officially lay off staff members, but instead reduce hours and place some staff members on unpaid leave. We have followed this recommendation and staff hours have been substantially reduced and hours for some staff members eliminated.
- Our annual spring fundraising campaign has been paused to allow the situation to stabilize until we judge it appropriate to resume.
- Our Development Director and Executive Director are reaching out to selected past major donors to personally ask them to consider additional financial help during this emergency.
- The Society has applied for a low-interest disaster loan that became available to nonprofits through the Small Business Administration. The application did not allow for asking for a specific amount, nor did it indicate when the application might be approved,

what the loan rate would be, what the term of the loan would be, nor when funds might be disbursed. The loan does require that we do not layoff or terminate our employees. We are waiting to what happens with this application.

- The Board with Loraine Campbell are applying for other emergency financial assistance as it becomes available.

Issues caused by the closure:

- This morning Governor Whitmer will announce that schools will not re-open during this scheduled school year. The April to June time period brings in more school revenue than any other time of our fiscal year.
- In spite of our closure, fixed overhead costs continue – these costs include insurance, copier lease, telephone service, internet service, software licensing, and website support. Although we have minimized some cost, these Village operational costs will continue as long as we are contracted to operate the Village.
- Rental events, such as weddings and meetings, have been cancelled and we will be unable to book and host events for some period of time.
- We cannot realistically solicit sponsorships for programs or fundraising events. Potential sponsors are focused elsewhere.
- We estimate the revenue loss between mid-March and mid-June to be in excess of \$65,000. Because our business is that of a service provider, almost all of this revenue is lost because it cannot be postponed.
- Relocation of the Niles-Barnard House and the start-up costs and learning curve of the first couple of years of operations at the Village took all the financial reserves of the Troy Historical Society. Since then the Society has understood the importance of rebuilding the reserves, but revenue hasn't been sufficient to allow us to do that, and we do not now have the reserves that we believe will be necessary to see us through the closure to the beginning of the next school year.




The Society's estimate is that without an infusion of new funding, we will be out of funds at about the end of May. In addition to seeking funds from Board Members and donors, the Society is applying for State and Federal small business disaster assistance as the applications become available. Early reports seem to indicate that we would qualify for assistance, but it is yet to be determined how much assistance or when the funds might arrive.

Our concern is that currently that a lot remains unknown, and that we would not qualify for enough funding, or would not get funding soon enough, before we run out of money.

The Village and the Troy Historical Society were on track to have a very successful fiscal year. We believe that we can continue with very successful operation of the Troy Historic Village once this crisis passes, but we need to make it to the other side. The Society wants to continue operating the Troy Historic Village. We will know a lot more in the coming weeks.



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We understand that the City of Troy is finalizing the budget for the next fiscal year. We certainly will need the same operational support that the City has provided in previous years, and because of the irreplaceable lost revenue, we may need some additional financial support this fiscal year, and an additional amount of financial support in the next fiscal year. We have worked together through a prior economic crisis, to sustain the services of the Village to the Troy community and the region, and look forward to doing so at this time as well.



Padma Kuppa
President, Troy Historical Society

CC: Loraine Campbell
Ward Randall, Vice President THS
John Lavender, Treasurer, THS

*The Troy Nature Society is a
nonprofit organization managing the
Stage Nature Center
6685 Coolidge Hwy.
Troy, MI 48098*



Troy Nature Society
P.O. Box 99302
Troy MI, 48099
Phone (248) 688-9703
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Where People and Nature Meet

April 23, 2020

Mr. Mark Miller
City Manager
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

RE: Impact of COVID-19 at Troy Nature Society

Dear Mark:

As part of your discussion at the April 20 City Council budget meeting, Mayor Baker and several council members were questioning if TNS (along with the Historical Society) had enough cash to operate and be prepared to serve the public when stay-at-home orders are lifted. With the announcement of planned closures under CDC guidelines that took effect March 16, the Society immediately implemented steps to cut expenditures. Employee layoffs of all on-call Instructors and Program Support personnel, including middle-management staff took place during March and April. In addition, we continue to evaluate our cash position in this constantly changing environment to stay ahead of any emergencies.

However, as we understand the effects of this disease a little more, our cash position will be considerably strained in the June/July timeframe. Based on current fundraising events already cancelled, and future events expected to be cancelled, we respectfully request additional funding beyond our FY2021 stipend of \$100,000 as follows:

1. \$20,000 to compensate for revenue shortfall in this fiscal year
2. \$55,000 to compensate for expected revenue shortfall in fiscal year 2021

These projections are based on the impact of the COVID-19 lasting through December with a lingering effect through July 2021. We submitted a Paycheck Protection Program (PPP) application and if those funds materialize, we believe we would not require additional FY20 funds.

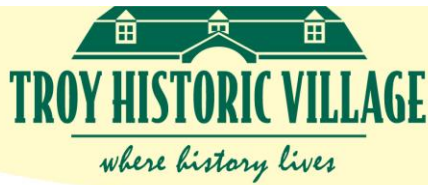
The attached files summarize each major event impacted and the revenue shortfall. As always, we appreciate the City support each year as we continue to meet the educational needs of over 27,000 individuals and local school students annually. Based on current records, more than 75% of those participating in our educational programs and activities are Troy residents.

Regards,

Bill Ording
Board President




Troy Nature Center
Forecasted Revenue Shortfalls
As of April 22, 2020

Event	Timeframe	Revenue	Explanation
Maple Syrup	March	\$4,000	Cancellations and refunds on 3/14 & 3/21
Run for Nature	June	7,500	Potential no-shows and requests for refunds
Summer camps	June - August	4,000	As we cancel classes, parents are asking for refunds
Room and Pavilion	May-August	4,000	Primarily HS graduations and parties
Ice Cream Social	August	500	More a community event, but effect lingers into fall
Total FY 2020 Funds		\$20,000	
Post Stay-at-Home order	FY 2021	\$10,000	When will community begin to register for classes?
School and Public programs	FY 2021	25,000	Expect little to no events until all clear
Nature Uncorked Event	October	20,000	Cancel or attendance issue - don't know
Total FY 2021 Funds		\$55,000	
Total Request to City		\$75,000	



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To: Mark Miller, City Manager
Bob Bruner, Asst. City Manager
Mayor Baker and City Council

From: Padma Kuppa, THS President
John Lavender, THS Treasurer
Loraine Campbell, Executive Director, THV

Re: COVID-19 Impact, Troy Historic Village Operations

Date: April 23, 2020

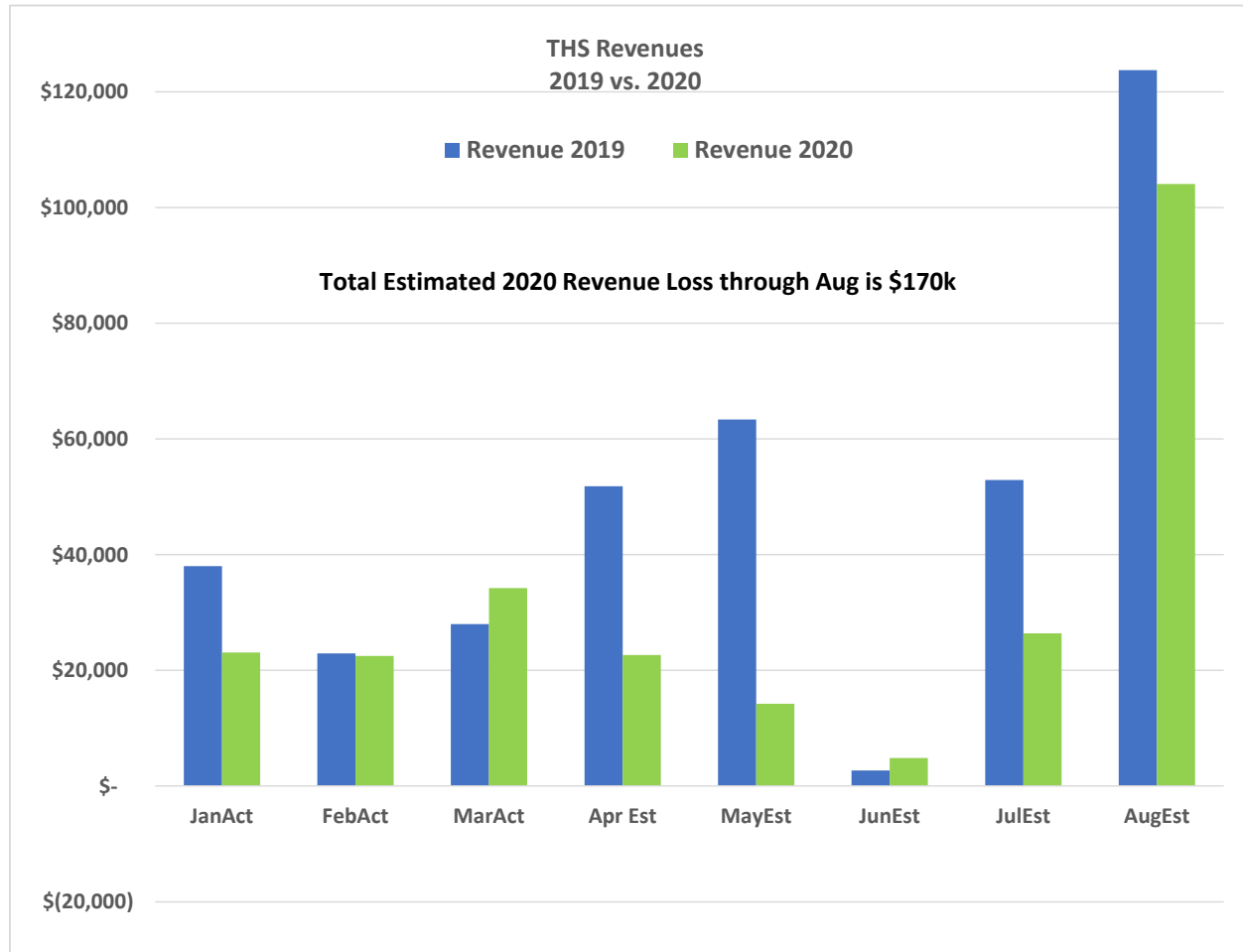
Attached please find a comparison of revenues for January– August, 2019 with actual and projected revenues for the same period in 2020. Per your request the most recent financial statements for January– March, 2020 are attached for reference.

WHAT WE NEED

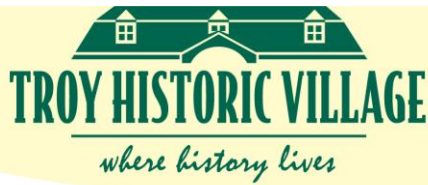
- Financial assistance of \$25-35,000 now would provide assistance to maintain reduced staff until PPP funds are awarded and/or until the City's allocation of \$100,000 is received.
- Like the City of Troy, we cannot know when and how the economy will resume or how a new business model based on digital programs and small events will succeed. We assume that normal field trips and traditional programming will not resume before 2021. Therefore, we ask that following quarterly meetings with City Administration during FY2021, THS may request additional financial support if necessary.

STATUS

- Lost earned income from cancelled school and public programs and scheduled facilities rentals from April through August 2020 totals \$170,000. This loss includes revenue from the Troy Traffic Jam, which will be cancelled.
- THS payroll has been cut 40% since March 23. Staff is:
 - Checking the Village buildings three times each week as requested by DPW.
 - Reformatting education programs into digital formats that can be loaned through an educator's portal or kits that can be borrowed. Other programs and family events are being redesigned to comply with social distancing guidelines. THS must monetize these new formats and adjust expenses for staff, technology, supplies and marketing.
- THS has applied for six grants and forgivable loans through SBA, PPP and other CARES-funded opportunities. No funds have been awarded to THS yet.
- Current unrestricted funds, including donations received through a spring appeal will sustain reduced operations through June 15. PPP funds, if awarded, will extend operations eight to ten additional weeks. THS is deferring all purchases and only paying for essential insurance, phone and internet service.






- Revenue for April and May reflect peak field trip season
- 2019 Revenues for June and July are distorted by end-of-fiscal-year deferrals to new fiscal year
- August Revenues reflect City of Troy allocation



Troy Historical Society

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Profit and Loss Statement Comparison- Jan-March FY2019 and FY2020

	2019				2020				2020
	Jan 19	Feb 19	Mar 19	Subtotal 2019	Jan 20	Feb 20	Mar 20	Subtotal 2020	Fav/(Unfav) vs. 2019
Income									
2000 • Admissions	128	31	168	327	239	178	99	516	189
2040 • Program Fees	1,006	2,401	1,621	5,028	1,455	3,617	721	5,793	765
2160 • Village Store Sales	3,449	316	5,570	9,336	150	197	3,499	3,845	(5,491)
2280 • Membership Dues	700	750	725	2,175	1,025	765	625	2,415	240
2320 • School Group Field Trips	8,055	5,583	17,825	31,463	5,986	12,627	17,536	36,149	4,686
2360 • Rental Income	679	1,000	650	2,329	600	100	-	700	(1,629)
2480 • Sponsorship Revenue	250	100	100	450	475	-	-	475	25
2640 • Donations	13,418	601	1,327	15,346	12,753	808	1,957	15,517	171
2700 • Miscellaneous Income	390	-	-	390	395	-	-	395	5
2760 • In-Kind Donations	250	-	-	250	-	39	-	39	(211)
2800 • Grant Income	9,700	12,150	-	21,850	-	15,300	9,780	25,080	3,230
3990 • Register Over/Under	0	-	17	17	(1)	0	0	(1)	(18)
Total Income	38,025	22,932	28,003	88,961	23,077	33,630	34,216	90,923	1,962
Expense									
4000 • Salaries / Wages	21,165	23,393	26,294	70,852	18,613	25,116	24,640	68,369	2,483
4040 • Payroll Taxes	1,613	2,070	2,288	5,971	1,528	2,047	1,990	5,566	405
4060 • MI Tax on Sales	90	-	-	90	34	2	3	39	51
4080 • Worker's Compensation	-	-	-	-	(74)	-	-	(74)	74
4120 • Accounting	203	75	75	353	221	-	207	429	(76)
4160 • Advertising and Marketing	-	275	400	675	-	275	425	700	(25)
4200 • Artists & Perform-Non-Salaried	-	545	500	1,045	500	325	-	825	220
4240 • Audit	3,496	2,000	-	5,496	65	-	75	140	5,356
4285 • PayPal/Wepay Electronic Fees	9	2	2	13	10	-	-	10	3
4290 • Credit Card Processing Fees	190	36	113	339	52	-	-	52	287
4320 • Repairs & Maintenance	220	-	-	220	446	-	-	446	(226)
4360 • Catering/ Hosp- Refreshments	96	-	-	96	-	39	-	39	58
4440 • Conferences & Meetings	-	-	-	-	39	39	-	78	(78)
4480 • Cost of Sales - Store Purchases	-	2,309	819	3,128	(10)	3,129	794	3,913	(785)
4520 • Dues & Subscriptions	275	-	180	455	-	-	-	-	455
4550 • Computer/Phone	1,793	1,142	1,174	4,109	664	609	197	1,469	2,640
4560 • Equipment Rental	114	114	114	342	114	361	-	475	(133)
4600 • Fundraising Expenses	-	-	100	100	-	-	-	-	100
4640 • Honoraria -Lecturers/Speakers	50	50	50	150	250	-	50	300	(150)
4720 • Insurance - THS	-	307	307	614	-	-	639	639	(25)
4800 • Internet & Website	-	-	-	-	99	99	99	297	(297)
4920 • Travel - Lodging & Meals	-	-	-	-	-	-	99	99	(99)
5000 • Other	10	11	-	20	-	91	(29)	63	(42)
5040 • Postage & Shipping	164	-	116	280	-	21	-	21	259
5080 • Printing	17	120	564	701	147	120	99	366	335
5160 • Programs- Supplies & Fees	141	624	828	1,593	612	1,046	144	1,801	(208)
5240 • Professional Fees	1,739	1,877	2,035	5,650	1,150	1,171	1,287	3,608	2,042
5320 • Supplies - Office & Other	87	411	290	788	222	223	526	971	(182)
5340 • Supplies for Village Store	-	22	29	51	-	-	38	38	12
5360 • Telephone/Internet Service	309	309	309	926	309	309	309	927	(1)
5490 • Niles-Barnard House	900	-	-	900	-	-	-	-	900
5800 • Depreciation	411	411	411	1,234	411	411	411	1,234	-
Total Expense	33,090	36,103	36,996	106,189	25,402	35,434	32,002	92,837	13,352
Net Income	4,936	(13,171)	(8,993)	(17,229)	(2,325)	(1,804)	2,214	(1,914)	15,315