



# **CITY COUNCIL**

## **REGULAR MEETING**

### **AGENDA**

**JULY 27, 2020**  
CONVENING AT 7:30 P.M.

**Submitted By**  
**The City Manager**

---

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

---





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

The Honorable Mayor and City Council Members

City of Troy  
500 West Big Beaver  
Troy, MI 48084

Dear Mayor and City Council Members:

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

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

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at [CityManager@troymi.gov](mailto:CityManager@troymi.gov) or 248.524.3330 with questions.

Respectfully,

Mark F. Miller,  
City Manager



# CITY COUNCIL AGENDA

July 27, 2020 – 7:30 PM

View the Meeting Live at

[www.troymi.gov/currentagenda](http://www.troymi.gov/currentagenda)

or on Local Access Cable (WOW – Ch 10,  
Comcast – Ch 17, AT&T – Ch 99)

<b><u>A.</u></b>	<b><u>CALL TO ORDER:</u></b>	<b><u>1</u></b>
<b><u>B.</u></b>	<b><u>ROLL CALL:</u></b>	<b><u>1</u></b>
<b><u>C.</u></b>	<b><u>CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:</u></b>	<b><u>1</u></b>
C-1	No Certificates of Recognition and Special Presentations	1
<b><u>D.</u></b>	<b><u>CARRYOVER ITEMS:</u></b>	<b><u>1</u></b>
D-1	No Carryover Items	1
<b><u>E.</u></b>	<b><u>PUBLIC HEARINGS:</u></b>	<b><u>1</u></b>
E-1	No Public Hearings	1
<b><u>F.</u></b>	<b><u>PUBLIC COMMENT FOR ITEMS ON THE AGENDA:</u></b>	<b><u>1</u></b>
<b><u>G.</u></b>	<b><u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:</u></b>	<b><u>2</u></b>
<b><u>H.</u></b>	<b><u>POSTPONED ITEMS:</u></b>	<b><u>2</u></b>
H-1	No Postponed Items	2



**I.      REGULAR BUSINESS: **3****

- I-1      Board and Committee Appointments: a) Mayoral Appointments – Downtown Development Authority; b) City Council Appointments – None 3
- I-2      Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Building Code Board of Appeals, Historic District Commission, Liquor Advisory Committee, Personnel Board, Zoning Board of Appeals 3
- I-3      No Request for Closed Session 11
- I-4      Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications and Budget Amendment – Studio B and C Floor Replacement – Troy Community Center  
*(Introduced by: Elaine Bo, Recreation Director)* 11
- I-5      Contract Ratification – Troy Police Officers Association (TPOA) *(Introduced by: Jeanette Menig, Human Resources Director)* 11
- I-6      Library Funding *(Presented by: Robert J. Bruner, Assistant City Manager and Cathleen Russ, Library Director)* 12

**J.      CONSENT AGENDA: **12****

- J-1a    Approval of “J” Items NOT Removed for Discussion 12
- J-1b    Address of “J” Items Removed for Discussion by City Council 12
- J-2      Approval of City Council Minutes 12
- a) City Council Minutes-Draft – July 13, 2020..... 12
- b) City Council Special Meeting Minutes-Draft – July 20, 2020 ..... 12
- J-3      Proposed City of Troy Proclamations: None Submitted 12
- J-4      Standard Purchasing Resolutions: 12
- a) Standard Purchasing Resolution 4: Cooperative Award MiDeal and Oakland County - Mobile Data Computers (MDC) – Police Department..... 12
- J-5      Request for Acceptance of a Permanent Easement from Thomas A. and Kristin M. Schuelke, Sidwell #88-20-23-376-036 13

J-6	Request for Acceptance of Two Permanent Easements from Manish Mehta and Sonal Mehta, Sidwell #88-20-15-353-051	13
J-7	Sub-Recipient Agreement Between Oakland County and City of Troy for 2020 High Intensity Drug Trafficking Area (HIDTA) Grant	13
<b><u>K.</u></b>	<b><u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u></b>	<b>14</b>
K-1	Announcement of Public Hearings: None Submitted	14
K-2	Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted	14
<b><u>L.</u></b>	<b><u>PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:</u></b>	<b>14</b>
<b><u>M.</u></b>	<b><u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:</u></b>	<b>14</b>
<b><u>N.</u></b>	<b><u>COUNCIL REFERRALS:</u></b>	<b>14</b>
N-1	No Council Referrals	14
<b><u>O.</u></b>	<b><u>COUNCIL COMMENTS:</u></b>	<b>14</b>
O-1	No Council Comments Advanced	14
<b><u>P.</u></b>	<b><u>REPORTS:</u></b>	<b>14</b>
P-1	Minutes – Boards and Committees:	14
	a) Civil Service Commission (Act 78)-Final – January 9, 2020 .....	14
	b) Election Commission-Final – January 30, 2020 .....	14
	c) Civil Service Commission (Act 78)-Final – July 1, 2020 .....	14
	d) Election Commission-Draft – July 10, 2020 .....	14
	e) Civil Service Commission (Act 78)-Draft – July 14, 2020 .....	14
P-2	Department Reports:	15
	a) Verity Central High Speed Workstation - \$30,000 Matching Grant Funds .....	15
	b) Enforcement of Governor's Executive Orders .....	15
	c) Troy Public Library Focus Group Report .....	15
P-3	Letters of Appreciation: None Submitted	15

P-4	Proposed Proclamations/Resolutions from Other Organizations:	15
	a) Oakland County Miscellaneous Resolution #20172 Board of Commissioners ...	15
P-5	Notice of Hearing for the Gas Customers of DTE Gas Company – Case No. U-20236	15

<b><u>Q.</u></b>	<b><u>CLOSED SESSION</u></b>	<b>15</b>
------------------	------------------------------	-----------

Q-1	No Closed Session	15
-----	-------------------	----

<b><u>R.</u></b>	<b><u>ADJOURNMENT:</u></b>	<b>15</b>
------------------	----------------------------	-----------

<b><u>2020 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:</u></b>	<b>16</b>
---	-----------

<b><u>2020 SCHEDULED REGULAR CITY COUNCIL MEETINGS:</u></b>	<b>16</b>
---	-----------

August 10, 2020	Regular Meeting .....	16
August 24, 2020	Regular Meeting .....	16
September 14, 2020	Regular Meeting .....	16
September 21, 2020	Regular Meeting .....	16
October 12, 2020	Regular Meeting.....	16
October 26, 2020	Regular Meeting.....	16
November 9, 2020	Regular Meeting.....	16
November 23, 2020	Regular Meeting.....	16
December 7, 2020	Regular Meeting.....	16
December 14, 2020	Regular Meeting.....	16



**A. CALL TO ORDER:****B. ROLL CALL:**

Mayor Ethan Baker  
Edna Abraham  
Theresa Brooks  
Rebecca A. Chamberlain-Creangă  
Ann Erickson Gault  
Mayor Pro Tem David Hamilton  
Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2020-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council Meeting of July 27, 2020, due to \_\_\_\_\_.

Yes:

No:

**C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:**

---

**C-1** No Certificates of Recognition and Special Presentations

**D. CARRYOVER ITEMS:**

---

**D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

---

**E-1** No Public Hearings

**F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**

**In accordance with the Rules of Procedure for the City Council:**

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

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment for Items On the Agenda, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council:

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

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

## **H. POSTPONED ITEMS:**

### **H-1 No Postponed Items**

---

**I. REGULAR BUSINESS:****I-1 Board and Committee Appointments: a) Mayoral Appointments – Downtown Development Authority; b) City Council Appointments – None****a) Mayoral Appointments:**Suggested Resolution

Resolution #2020-07-

Moved by

Seconded by

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

**Downtown Development Authority**

Appointed by Mayor

13 Regular Members

4 Year Term

**Nominations to the Downtown Development Authority:****Unexpired Term Expiring:**  
**9/30/2020****Cheryl Bush**

Term currently held by: Vacancy – Rebecca Chamberlain-Creangă resigned 2/26/2020

Yes:

No:

**b) City Council Appointments: None****I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Building Code Board of Appeals, Historic District Commission, Liquor Advisory Committee, Personnel Board, Zoning Board of Appeals****a) Mayoral Nominations:**Suggested Resolution

Resolution #2020-07-

Moved by

Seconded by

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

**Brownfield Redevelopment Authority**

Appointed by Mayor  
6 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App/Resume Expire	Appointment Expire	Notes 2
Gottlieb	Steven	11/24/2016	4/30/2022	
Kornacki	Rosemary	4/28/2022	4/30/2023	
Noguez-Ortiz	Carolina	12/19/2019	4/30/2023	
Sweidan	Rami	4/28/2022	4/30/2023	
Vacancy			4/30/2021	Mr. Salgat resigned 10/15/2019
Vassallo	Joseph	3/27/2020	4/30/2021	

**Nominations to the Brownfield Redevelopment Authority:****Term Expires: 4/30/2021**

Term currently held by: Vacancy–Mr. Salgat resigned 10/15/19

**Interested Applicants:**

Last Name	First Name	App/Resume Expire	Notes 1
Aowad	Ayman	9/10/2020	
Swaminathan	Abiramasundari	3/6/2022	

**Global Troy Advisory Committee**

Appointed by Mayor  
12 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Ethan		1/1/2999	Council Member
Bica-Grodsky	Lisa	6/15/2019	10/30/2020	
Burrus	MiVida	7/15/2018	10/30/2022	
Fakhoury	Awni	4/28/2018	10/30/2021	
Francois	Cathleen	11/20/2019	10/30/2020	
Hao	Kaitlyn	9/10/2020	7/31/2020	Student - Graduates 2020
Mohideen	Syeda	8/24/2020	10/30/2021	



Nacy	Emily	11/8/2021	10/30/2022	
Natcheva	Daniela	11/8/2021	10/30/2022	
Noguez-Ortiz	Carolina	12/19/2019	10/30/2022	
Sekhri	Suneel	12/20/2021	10/30/2021	
Tholakapalli	Arjun	4/10/2021	7/31/2020	Student - Graduates 2021
Vacancy			10/30/2020	Rebecca Chamberlain-Creangă resigned 2/26/2020
Zhou	Yudong	10/23/2021	10/30/2022	

### **Nominations to the Global Troy Advisory Authority:**

#### **Unexpired Term Expiring: 10/30/2020**

Term currently held by: Vacancy–Rebecca Chamberlain-Creangă resigned 2/26/2020

### **Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Aggarwal	Divya	8/12/2021	Student - Graduates 2020
Ali	Aleem	1/2/2021	
Cheriguene	Sadia	1/4/2020	
Cicchini	Philippe	4/28/2022	
DiFalco	Melissa	12/2/2021	
Fox	Tyler	11/15/2021	
Jones	Kelly	12/11/2021	
Swaminathan	Abiramasundari	3/6/2022	

### **Local Development Finance Authority (LDFA)**

Appointed by Mayor  
5 Regular Members  
Staggered 4 Year Term

### **Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	Alternate; City Council	
Beltramini	Robin	7/17/2021	6/30/2022	Resident Member	
Hodorek	Ellen		11/8/2021	Alternate; City Council	City Council exp 11/8/2021

Hoef	Paul	5/1/2017	6/30/2023	Resident Member	EDC exp. 4/30/2015; LDFA exp 6/30/2023
Hunter	Daniel			Oakland County Designee	
Vacancy			6/30/2024	Resident Member	D. Shield's term exp 6/30/2016 - No Reappointment
Vacancy			6/30/2024	Resident Member	John Sharp's unexpired term
Vitale	Nickolas	3/7/2021	6/30/2023	Resident Member	

**Nominations to the Local Development Finance Authority (LDFA):****Term Expires: 6/30/2024****Resident Member**

Term currently held by: Vacant

**Term Expires: 6/30/2024****Resident Member**

Term currently held by: Vacant – Sharp's unexpired term

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Crawford	Timothy	6/26/2021	
D'Aoust	Allen	5/23/2021	
DiFalco	Melissa	12/2/2021	
McGerty	Ryan	8/15/2020	
Nacy	Emily	11/8/2021	
Noguez-Ortiz	Carolina	12/19/2019	
Pensa	Grant	10/1/2020	
Schick	Michael	1/16/2021	
Shepherd	John	4/22/2021	
Sweidan	Rami	4/28/2022	
Yu	Fu-shin	8/20/2021	

Yes:

No:

**b) City Council Nominations:****Suggested Resolution**

Resolution #2020-07-

Moved by

Seconded by

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

**Building Code Board of Appeals**

Appointed by Council

5 Regular Members: Three (3) Residents with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience; Two (2) by Ordinance - City Manager and Oakland County Health Department Representative

5 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Abitheira	Gary	1/20/2014	1/1/2022	Resident w/Construction/Engineering Experience.
Brooks	Teresa	1/4/2019		Oakland County Health Dept Sanitarian
Dziurman	Matthew	3/6/2021	1/1/2025	Resident w/Construction Experience.
Frisen	Sande	11/2/2017	1/1/2020	Architectural Engineer
Miller	Mark F.			Per Chapter 79, Sect 116.2

**Nominations to the Building Code Board of Appeals:**

**Term Expires: 1/1/2025**

Term currently held by: Sande Frisen

**Interested Applicants:**

Last Name	First Name	App/Resume Expire	Notes 1
Ali	Aleem	1/2/2021	Engineering experience
Bertelsen	David	3/2/2022	
Chambers	Barbara	2/26/2021	Historic Dist Comm exp 3/1/2020

**Historic District Commission**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Adams	John Howard	3/12/2020	5/15/2021		

Chambers	Barbara	12/5/2021	3/1/2023	Historical Comm Recommendation	
Chanda	Hirak	11/25/2021	3/1/2021		
Huber	Laurie	6/10/2017	3/1/2020		No Reappointment
McGee	Timothy	3/23/2020	5/15/2021	P&R exp 9/30/20	
Petrulis	Al	12/16/2021	3/1/2023	ACAB exp 9/30/2021; Traffic Comm. exp 1/31/23	
Voigt	W. Kent	1/16/2021	3/1/2022	Historical Comm. Recommendation	

**Nominations to the Historic District Commission:****Term Expires: 3/1/2023**

Term currently held by: Laurie Huber (No Reappointment)

**Interested Applicants:**

Last Name	First Name	App/Resume Expire	Notes 1
Alali	Yasser	3/13/2020	
Forster	Jeffrey	1/13/2022	

**Liquor Advisory Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Ashland	David	11/14/2021	1/31/2021	
Comiskey	Ann	2/5/2020	1/31/2021	
Ehlert	Max	1/26/2020	1/31/2021	
Gorcycyca	David	12/4/2021	1/31/2023	
Jones	Kelly	12/11/2021	1/31/2023	
Kaltsounis	Andrew	1/14/2021	1/31/2022	
Oberski	Jeff			
Pendy	Michael	1/2/2021	1/31/2022	Resigned effective 3/1/2020

**Nominations to the Liquor Advisory Committee:**

**Unexpired Term Expiring:  
1/31/2022**


---

Term currently held by: Michael Pendy – Resigned effective  
3/1/2020

**Interested Applicants:**

Last Name	First Name	App/Resume Expire	Notes 1
Haight	David	7/17/2022	

**Personnel Board**

Appointed by Council  
5 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baughman	Deborah	2/24/2019	4/30/2020	
Forster	Jeffrey	1/13/2022	4/30/2021	
Gordon	Pamela	4/2/2020	4/30/2021	
Parpart	Jane	3/13/2020	4/30/2021	
Rosenberg	Michael	4/19/2015	4/30/2020	

**Nominations to the Personnel Board:****Term Expires: 4/30/2023**


---

Term currently held by: Deborah Baughman

**Term Expires: 4/30/2023**


---

Term currently held by: Michael Rosenberg

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Haight	David	7/17/2022	
McGerty	Ryan	2/25/2022	
Murray	William	4/16/2020	
Sackrison	Anne	7/16/2022	

**Zoning Board of Appeals**

Appointed by Council  
7 Regular Members; 2 Alternates  
3 Year Term

**Current Members:**

Last Name	First name	App Res Expire	Appointment Expire	Notes 1
Bossenbroek	Michael	4/27/2022	4/30/2023	
Clark	Glenn	4/16/2020	4/30/2021	
Desmond	Thomas	5/7/2017	4/30/2021	
Eisenbacher	David	3/16/2018	4/30/2022	
Green	Aaron	3/8/2021	1/31/2021	Alternate
Kaltsounis	Orestis Rusty	1/15/2020	1/31/2021	Alternate
McCauley	James	1/12/2019	4/30/2023	
Rahman	Sadek	10/23/2021	12/31/2020	PC Rep on ZBA
Vacancy			4/30/2022	Dan Agauas resigned 7/8/2020

**Nominations to the Zoning Board of Appeals:****Term Expires: 4/30/2022**

Term currently held by: Vacancy–Dan Agauas resigned  
7/8/2020

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Nehar	2/17/2021	
Aowad	Ayman	9/10/2020	
Chambers	Barbara	12/4/2021	Historic Dist exp 3/1/2020; HDSC
Frisen	Sande	12/4/2021	
Green	Aaron	7/14/2022	
Hashmi	Amin	12/16/2021	
Kaltsounis	Orestis Rusty	8/28/2020	
Kenkre	Mahendra	7/21/2020	
Malalahalli	Jayalakshmi	11/20/2021	
Premo	John	1/2/2022	
Rauch	Gerald (Jerry)	12/4/2021	
Sivaraman	Sunil	9/10/2020	
Sweidan	Rami	6/26/2021	

Yes:

No:

**I-3 No Request for Closed Session**

---

**I-4 Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications and Budget Amendment – Studio B and C Floor Replacement – Troy Community Center  
(Introduced by: Elaine Bo, Recreation Director)**Suggested Resolution

Resolution #2020-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all labor, materials, and equipment to replace the flooring in Studio B & C at the Troy Community Center to the sole bidder meeting specifications, *Usztan LLC of Auburn Hills, MI* for an estimated cost of \$65,650 with a 10% contingency for a not to exceed amount of \$72,215, at prices contained in the bid tabulation opened June 25, 2020, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment in the amount of \$72,220 for the Capital Projects Fund under the Recreation Department for the 2021 Fiscal year.

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

Yes:

No:

---

**I-5 Contract Ratification – Troy Police Officers Association (TPOA) (Introduced by: Jeanette Menig, Human Resources Director)**Suggested Resolution

Resolution #2020-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Troy Police Officers Association (TPOA) for the period July 1, 2020 through June 30, 2023, and the Mayor and City Clerk are **AUTHORIZED** to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

- 
- I-6** Library Funding (*Presented by: Robert J. Bruner, Assistant City Manager and Cathleen Russ, Library Director*)

---

**J. CONSENT AGENDA:**

---

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

Suggested Resolution

Resolution #2020-07-

Moved by

Seconded by

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

Yes:

No:

---

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

---

**J-2** Approval of City Council Minutes

Suggested Resolution

Resolution #2020-07-

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

- a) City Council Minutes-Draft – July 13, 2020
- b) City Council Special Meeting Minutes-Draft – July 20, 2020

---

**J-3** Proposed City of Troy Proclamations: None Submitted

---

**J-4** Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Cooperative Award MiDeal and Oakland County - Mobile Data Computers (MDC) – Police Department**

Suggested Resolution

Resolution #2020-07-

RESOLVED, That Troy City Council **DEEMS** it is in the public’s best interest to **WAIVE** the competitive bid process and hereby **AWARDS** a contract to purchase 55 sets of mobile data computers and mounting brackets for the Police Department from *Dell of Round Rock, TX* as per the CLEMIS/Oakland County pricing in the amount of \$158,964.85, and also **AWARDS** a contract to purchase 55 sets of accessory hardware and storage expansion from *CDW Government, LLC of Vernon Hills, IL* as per the State of Michigan MiDeal Extended Purchasing



Program Bid #071B6600110 in the amount of \$140,686.01 as detailed in the **ATTACHED** quotes for an estimated grand total amount of \$299,650.86.

---

**J-5 Request for Acceptance of a Permanent Easement from Thomas A. and Kristin M. Schuelke, Sidwell #88-20-23-376-036**

Suggested Resolution  
Resolution #2020-07-

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for sidewalks from Thomas A. Schuelke and Kristin M. Schuelke, owners of the property having Sidwell #88-20-23-376-036.

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

---

**J-6 Request for Acceptance of Two Permanent Easements from Manish Mehta and Sonal Mehta, Sidwell #88-20-15-353-051**

Suggested Resolution  
Resolution #2020-07-

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Manish Mehta and Sonal Mehta, owners of the property having Sidwell #88-20-15-353-051.

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

---

**J-7 Sub-Recipient Agreement Between Oakland County and City of Troy for 2020 High Intensity Drug Trafficking Area (HIDTA) Grant**

Suggested Resolution  
Resolution #2020-07-

WHEREAS, The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws; and,

WHEREAS, Troy Police Department provides a full-time investigator for participation in NET; and,

WHEREAS, NET has entered into a Grant agreement with the Michigan High Intensity Drug Trafficking Area of the United States Office of National Drug Control Policy whereby NET

investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs; and,

WHEREAS, A Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement for qualifying costs associated with the Troy PD investigator assigned to NET;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached 2020 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the 2020 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

---

**K-1 Announcement of Public Hearings: None Submitted**

---

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

---

**L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**

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

**N. COUNCIL REFERRALS:**

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

---

**N-1 No Council Referrals**

---

**O. COUNCIL COMMENTS:**

---

**O-1 No Council Comments Advanced**

---

**P. REPORTS:**

---

**P-1 Minutes – Boards and Committees:**

- a) Civil Service Commission (Act 78)-Final – January 9, 2020
- b) Election Commission-Final – January 30, 2020
- c) Civil Service Commission (Act 78)-Final – July 1, 2020
- d) Election Commission-Draft – July 10, 2020
- e) Civil Service Commission (Act 78)-Draft – July 14, 2020

---

**P-2 Department Reports:**

- a) Verity Central High Speed Workstation - \$30,000 Matching Grant Funds
- b) Enforcement of Governor's Executive Orders
- c) Troy Public Library Focus Group Report

---

**P-3 Letters of Appreciation: None Submitted**

---

**P-4 Proposed Proclamations/Resolutions from Other Organizations:**

- a) Oakland County Miscellaneous Resolution #20172 Board of Commissioners

---

**P-5 Notice of Hearing for the Gas Customers of DTE Gas Company – Case No. U-20236**

---

**Q. CLOSED SESSION**

---

**Q-1 No Closed Session**

**R. ADJOURNMENT:**

Respectfully submitted,



Mark F. Miller  
City Manager

**2020 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:****2020 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

August 10, 2020 .....	Regular Meeting
August 24, 2020 .....	Regular Meeting
September 14, 2020 .....	Regular Meeting
September 21, 2020 .....	Regular Meeting
October 12, 2020 .....	Regular Meeting
October 26, 2020 .....	Regular Meeting
November 9, 2020 .....	Regular Meeting
November 23, 2020 .....	Regular Meeting
December 7, 2020 .....	Regular Meeting
December 14, 2020 .....	Regular Meeting



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

I-04

## CITY COUNCIL AGENDA ITEM

Date: July 7, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Lisa Burnham, Controller  
Elaine Bo, Recreation Director  
Brian Goul, Assistant Recreation Director  
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Sole Bidder Meeting Specifications and Budget Amendment – Studio B & C Floor Replacement– Troy Community Center

### History

- The Troy Community Center Studio B & C Floors have never been replaced since the facility opened in 2001.
- The floor is in poor shape and is pulling away from the wall. It is a special flooring that is used for dance and fitness classes. The other studio floors are wood and have been repaired in the past.
- The life expectancy of the new floor is approximately 20 years.

### Purchasing

On June 25, 2020, a bid opening was conducted as required by City Charter and Code to furnish all equipment, material and labor to replace the flooring in Studio B & C at the Troy Community Center. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). One (1) bid response was received. Below is a detailed summary of potential vendors:

<b>Companies notified via MITN</b>	310	<i><b>MITN</b> provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</i> <b>Active MITN</b> members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. <b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City. <b>Inactive MITN member</b> status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.
Troy Companies notified via MITN	16	
Troy Companies - Active email Notification	15	
Troy Companies - Active Free	1	
<b>Companies that viewed the bid</b>	27	
Troy Companies that viewed the bid	0	



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- In addition to this bid opportunity being posted on MITN; the Invitation to Bid was directly emailed to three (3) companies.
- *Usztan LLC of Auburn Hills, MI* is the sole bidder and meets all bid specifications and is being recommended to replace the flooring in Studio B & C at the Troy Community Center.
- *Also, Usztan LLC* has successfully completed other projects for the City.

### **Financial**

- This project was originally planned as a small repair which would have been expensed to the General Fund - Community Center Operating Supplies Account.
- Upon detailed inspection of the floor it was discovered that the entire floor needed to be replaced so the project was moved to Capital.
- This project will require a budget amendment in the amount of \$72,220 for the Capital Projects Fund under the Recreation Department for the 2021 Fiscal year. Expenditures will be charged to 401.752.755.7975.125.

### **Recommendation**

City management recommends amending the budget and awarding a contract to furnish all equipment, material, and labor to replace the flooring in Studio B & C at the Troy Community Center to the sole bidder, meeting all bid specifications; *Usztan LLC of Auburn Hills, MI* for an estimated total cost of \$65,650 with a 10% contingency for a total not to exceed \$72,215, at prices contained in the bid tabulation dated June 25, 2020.

Opening Date: 06/25/2020  
Reviewed Date: 06/25/2020

BID TABULATION  
CITY OF TROY  
STUDIO FLOOR REPLACEMENT

ITB-COT 20-24  
Page 1 of 1

Vendor Name:	Usztan LLC
City:	Auburn Hills, MI
Check Amt:	\$5,000.00
Check #:	9411617407

**PROPOSAL: FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO REPLACE THE FLOORING AND SUBFLOOR AND FINISH STUDIO B & C AT THE TROY COMMUNITY CENTER AS SPECIFIED**

**Proposal #1:** Furnish all labor, materials, and equipment to replace flooring and subfloor and finish the floor in Studio B & C at the Troy Community Center.

**Proposal #1 Complete for the Sum of:**

**\$62,400.00**

**Proposal #2:** Furnish all labor, materials, and equipment to replace Cove Base in Studio B & C at the Troy Community Center.

**Proposal #2 Complete for the Sum of:**

**\$3,250.00**

Hours of Operation:

7:00am to 3:30pm

24 Hour Phone #:

248-895-4106

References:

Y or N

Y

Can meet delivery/installation schedule:

Y or N

Y

Can meet Insurance:

Y or N

Y

Terms:

14 days from draw

Warranty:

Y or N

1 yr from substantial completion or CofO

Exceptions:

Y or N

N

Acknowledgement:

Y or N

Y

Provided Schedule of Values

Y or N

Y

Provided Bidder Questionnaire

Y or N

Y

Forms:

Y or N

N

Addendum 1:

Y or N

Y

Attest:

(\*Bid Opening conducted via a Go-To Meeting)

Brian Goul

Sue Riesterer

Dennis Trantham

Kristine Kallek

Jackie Ahlstrom

MaryBeth Murz,  
Purchasing Manager



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

I-05

## CITY COUNCIL AGENDA ITEM

Date: July 22, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Frank Nastasi, Police Chief  
Jeanette Menig, Human Resources Director

Subject: Contract Ratification – Troy Police Officers Association (TPOA)

---

### **History**

The Troy Police Officers Association (TPOA) currently represents 81 sworn police officers.

The City and the TPOA began negotiating in February 2020, temporarily suspended our negotiation efforts due to the pandemic, and met again in June for two in-person sessions. Despite the unusual negotiation circumstances, we reached a tentative agreement on a successor collective bargaining agreement to replace the contract that expired June 30, 2020.

### **Financial**

As seen in the attached summary, the three-year agreement provides annual wage increases, enhances shift differentials and clothing and cleaning allowances and removes tiers for defined contribution (DC) retirement contributions. The seven-step pay advancement schedule was re-aligned and enhanced to assist with recruitment and retention. Estimated cost for the first year of the agreement is \$376,435 which is approximately \$4,650 per member.

Additional administrative and non-financial changes are also included in this agreement.

### **Recommendation**

City management recommends approval of this agreement between the City of Troy and TPOA for a three-year collective bargaining agreement for the period July 1, 2020 to June 30, 2023.

Copies of the tentative agreements, a summary of contract changes and the current (expired) collective bargaining agreement are attached.

### **Legal Review**

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



City of Troy and TPOA  
2020-2023 Collective Bargaining Agreement  
Tentative Agreement Summary

<b><u>ISSUE</u></b>	<b><u>CURRENT</u></b>	<b><u>AGREEMENT</u></b>
Cleaning Allowance	\$375/year	\$500/year
Clothing Allowance	\$525/year	\$600/year
Disability and Workers' Compensation	Requires all Workers' Compensation claims that exceed 30 days to coordinate with Short-term/Long-term Disability benefits.	Process Workers' Compensation separate from Short-term/Long-term Disability benefits.
Health Insurance	Spouses or children who are also full-time City of Troy employees and covered on another active employee's plan could receive cash in lieu payments.	Spouses or children who are also full-time City of Troy employees cannot receive opt-out payments if they are covered on another active employee's plan.
Overtime – Holidays (Attendance)		Clarifies that officers ordered to work on a designated holiday not part of their regular schedule will be paid double time.
Retirement Defined Contribution	Based on date of hire City 11% Employee 5% City 10% Employee 6%	All TPOA members contributions will be: City 11% Employee 5%
Retirement Health Insurance in Retirement		Requires enrollment in Medicare part B when eligible.
Shift Premium	Afternoons \$ .60/hour Midnights \$ .80/hour	Afternoons \$ .80/hour Midnights \$1.00/hour
Wages		Wages retroactive to 7/1/2020 July 1, 2020 3.25% July 1, 2021 2.00% July 1, 2022 2.00%  Cumulative Avg. 2.47%
Language clarifications and non-financial / procedural		Miscellaneous language clean-up and procedures defined in several sections



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## 2020-2023 TPOA Collective Bargaining Agreement Package Proposal – June 23, 2020

### 1. Wages (Section 43)

Annual Pay Increases: July 1, 2020 – 3.25%  
July 1, 2021 – **2.00%**  
July 1, 2022 – **2.00%**

Wages retro to 7/1/2020.

Subject to the re-appropriation of steps before July 2020 increase is applied:

Step 1	\$50,000
Step 2	\$55,000
Step 3	\$60,000
Step 4	\$66,000
Step 5	<b>\$69,000</b>
Step 6	<b>\$73,000</b>
Step 7	<b>\$77,594</b>

### 2. Retirement Plans (Section 42)

All DC members will change to 11% City, 5% Employee contribution  
Effective the first pay period of the month following ratification.

### 3. Clothing and Cleaning Allowance (Section 40)

Increase Clothing Allowance to \$600, effective **July 2020**  
Increase Cleaning Allowance to \$500, effective **May 2021**

### 4. Shift Differential (Section 43 C)

Increase Second Shift (Afternoons) to \$.80/hour, effective **July 10, 2020**  
Increase Third Shift (Midnights) to \$1.00/hour, effective **July 10, 2020**  
(Note that July 10, 2021 is the beginning of the first pay period following July 1).

### 5. Physical and Psychological Examinations (Section 37)

Incorporate dates from March 2018 Letter of Understanding and include requirement that the doctor/clinic must complete the form provided by the City. Retain 20 hour benefit each year.

### 6. Retiree Health Care – Status Quo



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## 7. Additional Proposals:

### **Article 24. Vehicle Safety**

Section B. Include language for exigent circumstances management has the discretion to utilize a vehicle for up to 100,000 miles, on a case-by case-basis as reviewed by and agreed by the union.

### **Article 36. Health Insurance**

Section C. Status quo

Section E. Change to: spouses and children who are full-time City of Troy employees and are covered on another active employee's plan are not eligible for cash in lieu payments. Must opt out and are not eligible to receive cash in lieu. **Effective January 1, 2021.**

### **Article 34. Duty-Connected Disability**

*Re-title Article to Workers' Compensation*

Section A. Add language to match TFSA and new TCOA language (eliminate coordination with disability plan and instead coordinate benefit with City supplement).

Section B. Modified as follows:

B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action within Wayne, Oakland, and Macomb Counties in the State of Michigan. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.

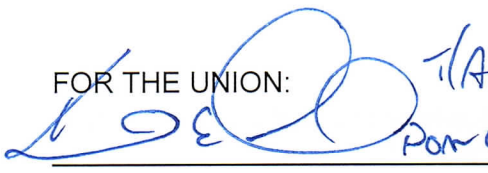
### **Article 42. Retirement**

Section C. Require Medicare part B enrollment, when eligible, at retiree's expense.

To also include a Letter of Understanding regarding body cameras and contract language changes in discussion with the Chief.

All other terms and conditions carry forward.

FOR THE UNION:

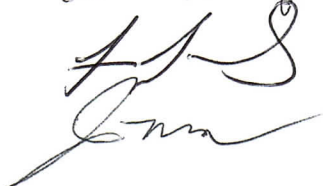
 T/A  
POM: 6/28/20

B. J.

Date: 6-23-20

Lisa Rockaforte





FOR THE CITY:



City Manager

Date: JUN 23 2020



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## Tentative Agreement - Additional Language Changes City of Troy and TPOA

June 30, 2020

### 5. Agency Shop

### 6. POAM/Association Dues

*The Union and the City agree to replace Article 5 Agency Shop and Article 6 POAM/Association Dues with the following (and renumber subsequent sections and update internal references as appropriate):*

Article 5 – AUTHORIZATION FOR DUES/FEEES DEDUCTION (note red highlights in this section only denote differences from TPOA language proposal).

- A. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.
- B. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective **on the date specified by the Union, provided there is at least one the-month-following between** transmittal of the written notice to the Employer **and the desired effective date**. The Employer shall deduct the dues/fees once each month from the pay of the employees **that who** have authorized such deductions.
- C. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- D. If an authorized deduction for an employee **was requested as required in writing and submitted to the Finance (payroll) department but the deduction** is not made, the Employer shall make the deduction from the employee's next **available** pay **period** after the error has been called to the Employer's attention by the employee or Union.
- E. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
- F. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority.

### 18. Attendance

A., add:

**3. Shift bump selection will be posted no less than 45 days prior to the beginning of the shift bump. Once completed, it will not be modified for the six (6) months unless in an emergency as determined by the Police Chief.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

- D. Shift schedules shall be posted at least ~~ten (10)~~ **fourteen (14)** calendar days in advance of the start of a new schedule. In case of emergency or other unforeseen circumstances, schedules may be changed to meet the operating needs of the Police Department. Changes in the posted schedule shall be given to the affected officer(s) in writing. An officer who is scheduled to work an extra shift shall receive 24 hours notification if his overtime is to be cancelled. If notification is not received, the officer shall have the opportunity of either working or not working the extra shift.
- H. ~~Officers assigned to the Investigative/Administrative Services Division and Professional Standards may work a designated holiday, if it is his scheduled work day, upon one day's notice to the designated Division Commander and with prior approval of the Division Commander. An officer working under this section will be paid straight time only.~~  
**Officers assigned to the Investigative and Administrative Services Division ordered to work on a designated holiday that falls on their regularly scheduled work day and work hours shall be paid one and one-half times the regular rate. All such overtime hours worked on a designated holiday that falls outside of an officer's regularly scheduled work day and work hours shall be paid at the rate of two times his regular hourly rate.**

#### 19. Overtime

B. Available overtime will be assigned as one of the following categories:

1. Special Detail Overtime Known 72 Hours in Advance
  - a. If overtime is involved with a special detail (assignment, event, project, program, etc.) which is known at least 72 hours prior to the special detail, then the overtime shall be first offered on a voluntary seniority basis to the appropriate shift or work unit. If the overtime is not filled by the shift or work unit officers, the overtime shall be filled on a voluntary seniority basis from the master seniority list.
  - b. **Overtime detail lasting three or more consecutive days (such as Oakland Mall and Somerset Mall detail) overtime** shall be equalized as close as may be practical among all officers who are able to patrol alone and who volunteer to work such overtime. Overtime shall be averaged among officers. Procedures for implementing on a seniority basis will be drafted by the Union and approved by the Chief.

#### 21. Call in Time

Add:

**See Article 19. Overtime (A) and Article 31. Holidays (D) for details on overtime call-in is compensated.**

#### 24. Vehicle Safety

- B. Any officer who feels that a specific patrol vehicle is unsafe for duty even after corrective repairs have been completed may so indicate by filing a complaint with the division Captain through his supervisor. Objection shall not concern personal opinion, maintenance, or repair procedures. The City will attempt to avoid using the vehicle in question for patrol duty until the matter is resolved. Patrol vehicles may be driven up to a maximum of 90,000 miles, but not less than that provided under vehicle warranty. **In exigent circumstances the City has the discretion to utilize a vehicle for up to 100,000 miles, on a case-by case-basis as reviewed by and agreed by the union.**





500 West Big Beaver  
Troy, MI 48084  
troymt.gov

## 25. Sick Leave

- F. Sick leave shall be utilized pursuant to City of Troy policy **and consistent with the Paid Medical Leave Act of 2018: for the employee's own health condition (including physical, mental and preventative care); the health condition (including physical, mental and preventative care) of a family member including child, parent, spouse, grandchild, grandparent, or sibling; time off due to domestic violence or sexual assault, including for medical or counseling services, relocation, or legal services or proceedings (employee or employee's family member as defined herein); the closure of the employee's workplace due to a public health emergency, or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.** Officers shall notify the department of the use of sick leave, and the reason for the use, no less than one (1) hour before the start of the officer's shift and daily thereafter. Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.

## 34. Duty-Connected Disability Workers' Compensation

- A. This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Workers' Compensation benefits. The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation Laws of the State of Michigan, but that supplemental payments are made subject to the employee's: (1) complying with all reasonable rules promulgated by the City regarding duty-related disability; (2) treating with the City-designated clinic for the first twenty-eight (28) days after injury, pursuant to the current Michigan Worker's Compensation law (if the Michigan Worker's Compensation law changes, the period will mirror the law); (3) providing periodic updates or reports from the employee's physician if requested by the City; (4) performing in a light duty status, excluding those duties listed in Article 22A, if directed by the Department Head or his designate consistent with the recommendations of the attending physicians; and (5) consenting to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this Article.
1. For the first 30 days following the date of disability, the officer shall receive a check or direct deposit from the City in an amount sufficient to augment appropriate Workers' Compensation insurance to provide the officer with his regular net pay. The officer shall not incur any loss of accrued leave time during this 30-day period.
  2. ~~After 30 days from the date of disability, the officer will receive 80% of his regular base salary for an additional 52 weeks. These payments will be comprised of the following, as appropriate: Workers' Compensation insurance, disability insurance, social security, disability retirement, and a charge of four (4) hours of the officer's accrued leave time per pay period in order to continue on the payroll and accrue benefits.~~  
**Shall receive, if otherwise eligible Workers' Compensation as provided by law and a benefit equal to the difference between such Workers' Compensation benefit and approximately eighty percent (80%) of the employee's base wage, in order to be eligible for such benefit, an employee must supplement such benefits by using four (4) hours per pay period of paid leave time.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

~~3. Beginning 12 months after the date of disability, an eligible officer will be provided with Long-Term Disability Insurance as explained in Section 33.~~

43. Upon the retirement of a member of this Union due to his disability as provided in Chapter 10 of the City Code, he shall receive a pension of not less than two-thirds (2/3) of his Final Average Compensation during the period he is in receipt of Workers' Compensation due to this disability arising out of and in the course of his City employment.

B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action ~~within Wayne, Oakland, and Macomb Counties in the State of Michigan. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.~~

## 42. Retirement

### C. MEDICAL INSURANCE IN RETIREMENT:

Upon regular retirement, early retirement, or disability retirement, employees may be eligible for medical and hospitalization insurance if they meet the age and service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan.

For employees retiring on or after the ratification date of this Agreement, the insurance described in Blue Cross Blue Shield Community Blue PPO group #0070010020 will be provided, except for employees who participate in the Retirement Health Savings (RHS) plan.

For employees hired on or after July 1, 2011, the Retiree Health Savings Plan described in Section 42. D. will replace retiree health insurance.

Retirees (other than RHS participants) ~~who in~~ **must enroll in** Medicare Part B (medical insurance) **when eligible**, at the retiree's expense, **and** must notify the employer that they enrolled. The employer shall then provide supplemental insurance benefits to equal the above level of insurance benefits for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, per the computation in the following paragraph. A retiree may pay, at his/her own expense, the different between a two-person and family rates.

For such employees retiring after February 20, 1996, the City will pay for medical and hospitalization coverage at the rate of 4% per complete year of retirement service to the City of Troy (max. 100%) for two (2) person coverage for retiree, spouse at the time of retirement, or dependent child, provided that the retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own option and expense, the difference between a two-person and family rate.

Effective July 1, 2001, the City will provide fully paid medical insurance for 2-person coverage in the event of a duty death.

For purposes of this section, "spouse" and "two-person coverage" are defined as "spouse (or dependent child) at the time of retirement."

FOR THE UNION:

FOR THE CITY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**July 1, 2015 - June 30, 2020**

**COLLECTIVE BARGAINING AGREEMENT**

**CITY OF TROY, MICHIGAN**

**and**

**TROY POLICE OFFICERS ASSOCIATION  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

Resolution 2015-11-152



## CONTRACT PREAMBLE

### *Law Enforcement Code of Ethics*

*"As a law enforcement officer, my fundamental duty is to serve mankind; to safeguard lives and property, to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.*

*I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.*

*I will never act officiously or permit personal feeling, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.*

*I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession . . . law enforcement."*

By agreement of the parties, the Law Enforcement Code of Ethics is not a provision or article of this contract, but is included herein to remind all who read this document of the dedication, responsibility, accountability, and professionalism required of and displayed by the membership of the Troy Police Officers Association.

## TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
5	Agency Shop .....	1
1	Agreement .....	1
14	Arbitration .....	8
10	Association Business .....	5
18	Attendance.....	12
21	Call-In Time .....	15
29	Civil Leave .....	19
40	Clothing and Cleaning Allowance .....	26
20	Court Time .....	15
33	Disability Insurance.....	21
15	Discipline .....	8
45	Duration of Agreement.....	34
34	Duty-Connected Disability.....	22
46	Emergency Manager.....	34
27	Funeral Leave.....	19
12	Grievance: General Conditions.....	6
13	Grievance Procedure .....	7
36	Health Insurance.....	23
31	Holidays .....	20
44	Judicial Review .....	33
30	Leave Without Pay .....	19
35	Life Insurance .....	23
41	Longevity .....	27
8	Management's Rights .....	4
28	Military Leave.....	19
4	Non-Discrimination .....	1
9	No Strike .....	4
19	Overtime .....	13
26	Personal Business Time .....	18
16	Personnel Records .....	10
37	Physical and Psychological Examinations .....	23
6	POAM / Association Dues.....	2
22	Police Work.....	16
39	Promotions.....	25
2	Purpose and Intent .....	1
3	Recognition.....	1
42	Retirement .....	27
17	Seniority .....	11
25	Sick Leave .....	18
11	Special Conferences.....	6
7	The Maintenance of Conditions .....	4
38	Tuition Reimbursement.....	25
10	Union Business.....	5
32	Vacation.....	20
24	Vehicle Safety .....	17
43	Wages.....	31
23	Work Assignments.....	17



## **1. AGREEMENT**

THIS AGREEMENT is hereby entered into this 23<sup>rd</sup> day of November 2015, by and between the City of Troy, a Michigan Municipal Corporation (hereinafter referred to as the City or the Employer), and the Troy Police Officers Association in association with the Police Officers Association of Michigan (hereinafter referred to as the Union).

## **2. PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Troy in its capacity as an employer, its employees, the Union, and the citizens of the City of Troy, Michigan.

## **3. RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Act 366 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Police Officers Association of Michigan as the exclusive bargaining representative for all sworn officers below the rank of Sergeant for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.
- B. Employees shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection.

## **4. NON-DISCRIMINATION**

Within this Agreement, all references to “he” shall also be interpreted as “she”, and all references to “his” shall also be interpreted as “her”, etc.

- A. The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, or political affiliation.
- B. The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

## **5. AGENCY SHOP**

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members at the time it becomes effective, but who join after the effective date of this Agreement, shall, as a condition

of continued employment, continue membership in the Union for the duration of this Agreement.

- C. Employees hired, rehired, reinstated, or transferred into the Police Department as a sworn officer below the rank of Sergeant after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement before the 30th day of their employment or pay the required service fee. Effective July 1, 2009, employees hired as pre-service police officers shall be classified as a police recruit and not have membership in the bargaining unit until completion of the police academy.
- D. An employee who shall tender the periodic dues or service fee uniformly required as a condition of requiring or retaining membership shall be deemed to meet the conditions of this section.
- E. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than thirty days in arrears in payment of their membership dues or fees.
- F. The Union shall protect, indemnify, and save harmless the Employer from any and all claims, demands, suits, and other forms of liability which arise from action taken by the Employer for the purpose of complying with the language of Article 5 of this Agreement.

## **6. POAM / ASSOCIATION DUES**

- A. Employees may tender membership dues by signing the Authorization Check-Off of Dues Form.

### **Check-Off Forms:**

During the life of this Agreement in accordance with terms of the form of Authorization for Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction.

### **AUTHORIZATION FOR PAYROLL DEDUCTION**

By: \_\_\_\_\_  
Last Name First Name Middle Name

Classification \_\_\_\_\_ SSN \_\_\_\_\_

To: \_\_\_\_\_  
Employer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each pay period a sufficient amount to provide for the regular payment of dues.

\_\_\_\_\_  
Signature of Employee Date

- B. Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with his provision. Any dispute arising as to an employee's compliance with this section shall be reviewed by the designated representative of the Union and, if not resolved, may be decided at Step 2 of the grievance procedure.
- C. A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Union Treasurer by the Employer, forthwith.
- D. Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time said form is tendered to the Employer and shall be deducted from each pay period thereafter.
- E. The Union will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which Union membership dues are to be deducted.
- F. In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- G. Deductions for any calendar month shall be remitted to the Treasurer, Police Officers Association of Michigan, 27056 Joy Rd., Redford MI, 48239 by the 5th day of the month following the month in which the deductions are made. The Employer shall furnish the designated financial officer of the Union with a list of employees for whom the Union has submitted signed Authorization for Check-Off of Dues Forms and for whom deductions have been made. Subsequent lists will be furnished by the Employer when changes are made in the list of employees.
- H. Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form shall be reviewed with the employee by a representative of the Union and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure, whose decision shall be final and binding on the employee, the Union, and the Employer. Until this matter is resolved, any dues deductions shall be held in an escrow account.
- I. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liabilities by reason of action taken for the purposes of complying with Section 6 of this Agreement.

## **7. THE MAINTENANCE OF CONDITIONS**

The City shall make no changes contrary to the provisions of this Agreement in wages, hours, or conditions of employment. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any rules and regulations governing the Police Department which are in conflict with the provisions of this Agreement.

## **8. MANAGEMENT'S RIGHTS**

Management's Rights: Subject only to the seniority rules, grievance procedures, and other express provisions of this Agreement as herein set forth, the following management's rights are reserved for the Employer:

- A. It is recognized that the management of the City of Troy, the control of its properties, and the maintenance of order and efficiency is the sole responsibility of the Employer. Other rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are the right to decide the number and location of work stations, work to be performed within the unit, amount of supervision necessary, the training necessary and those employees who are to receive said training, the equipment used, methods and schedules of work, and the selection, processing, designing, engineering, and control of all equipment and materials. The City and the Union agree to seek compliance with requirements of the ADA through mutual agreement if needed during the contract period.
- B. It is further recognized that it is the responsibility of the Employer for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons.

## **9. NO STRIKE**

- A. Under no circumstances will the Union cause, authorize, or permit its members to cause nor encourage any member of the bargaining unit to take part in any strike, sit-down, stand-in, slowdown or curtailment of work, restriction of production or interference with the operation of the Employer during the term of this Agreement or during any period of time when negotiations are in progress for the continuance or renewal of this Agreement. In the event of a work stoppage, curtailment, or interference thereof, it is recognized that the Employer shall not be required to negotiate on the merits of the dispute until all such stoppages or curtailments have ceased.
- B. In the event of a work stoppage or other curtailment, the Union and the Employer shall immediately instruct the involved employees in writing, with a copy to the Union and the Employer, that their conduct is in violation of the contract, and that they may be disciplined, and further shall instruct all persons to immediately cease the offending conduct.
- C. The Employer shall have the right to discipline any employee who instigates, participates in, and/or gives leadership to any activity herein prohibited.

- D. The Union will not officially support strikes of any other labor organization by picketing or demonstrating publicly on City property.

## **10. UNION BUSINESS**

- A. The Union shall be represented in all contract negotiations by a committee composed of five members of the Union.
- B. On-duty officers who are members of the committee shall be permitted to represent employees at contract negotiation meetings with the Employer without loss of pay or benefits.
- C. Each regular shift of uniformed officers shall have a shift steward. Any member of the Union not assigned to uniformed duty shall be represented by an officer of the Union or the on-duty steward.
- D. An on-duty officer who is a steward or, in his absence, an officer of the Union and who is representing an involved employee(s) shall be permitted to attend grievance meetings with the Employer, arbitration hearings, or Act 78 disciplinary hearings without loss of pay or benefits.
- E. The Employer shall provide each member of the Union with a copy of this labor agreement.
- F. On-duty officers may be released from duty to attend Union meetings when, in the judgment of the Shift Commander, the release of these officers will not hinder the effectiveness of the Department. The number of on-duty officers to be allowed to attend the meetings shall be determined by the Shift Commander, and those officers released shall be subject to immediate assignment when, in the judgment of the Shift Commander, their services are needed.

The request for such release of on-duty officers shall be made in writing to the Office of the Chief of Police at least fourteen (14) days prior to the date requested.

- G. The President of the Union or the President's designated representative, shall be given time off to attend Act 78 meetings and arbitration hearings, or portions thereof, when the meeting or hearings, or a portion thereof, are related to issues regarding the Troy Police Officers Association or a member of the Union. With the approval of the Chief of Police, up to 100 hours of additional time may be granted each year to attend Union Conferences, conventions and/or other matters.

Requests for such time off shall be submitted to the Chief of Police or his designated representative at least 48 hours in advance (unless the purpose for absence is an emergency) of the time requested and shall be approved provided that no additional personnel expense is incurred by the City.

- H. The Employer agrees to furnish a bulletin board for the posting of notices of Union meetings and social activities. Other material may be posted if approved by the Chief of Police.
- I. The Union President or his representative may, during working hours, without loss of time or pay, investigate and present grievances in accordance with the grievance



procedure. Permission for his release must be secured from his supervisor. This privilege shall not be abused or interfere with vital police services.

## **11. SPECIAL CONFERENCES**

- A. In the event there are grievances or other matters to be considered, a special conference will be held between the Union President (or his representative) and the Chief or his representative for the purpose of discussing and possibly disposing of such grievances and other problems that may exist.
- B. Meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to by the Union and the Human Resources Director (or his/her designated representative).

## **12. GRIEVANCE: GENERAL CONDITIONS**

- A. A matter involving several officers and the same question may be submitted by the Board of Directors or President of TPOA as a single, class-action grievance. Such grievance shall state which section(s) of the contract is alleged to have been violated and how it affects the members of the Union who feel aggrieved.
- B. The Employer and the Union may have legal counsel present at any step of this procedure; however, a 48-hour notice to the other party will be required.
- C. Whenever possible, Step 1 and Step 2 grievance meetings involving an individual officer shall be scheduled within one (1) hour of the start or end of the officer's scheduled shift. Such involved officers may attend grievance meetings without loss of pay or benefits; however, overtime shall not be paid.
- D. The immediate supervisor, as defined within the grievance procedure, shall be the highest ranking on-duty command supervisor of the employee's work unit. A work unit is defined as the smallest group of people working together as a shift, bureau, office, or unit which is commanded by one having the rank of Sergeant or above.
- E. Grievances involving suspension or discharge may be entered directly at Step 3 of the grievance procedure.
- F. A grievance meeting not scheduled as required or a grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Union.
- G. A grievance not appealed from one of the steps of the grievance procedure within the prescribed time limits shall be considered automatically closed.
- H. A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case and, in such event, the withdrawal without prejudice will not affect financial liability.

- I. An agreement reached between the Union and the Employer is binding on all employees affected and cannot be changed by or for any individual.
- J. In order to promote good faith effort to resolve grievances at the earliest possible time, any resolution offered at Steps 1 through 3 of the grievance procedure shall not be admissible as evidence in any future arbitration proceeding of the grievance.
- K. No economic cost shall have retroactivity extending back more than 90 days from receipt of the grievance by the Chief of the department.

### **13. GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a difference between the Employer and a Union member as to the application, non-application, or interpretation of the specific provisions of this Agreement.
- B. It is encouraged that any difference be resolved as soon as possible in an informal manner. The officer should first discuss the matter with his immediate supervisor as defined in Article 12, Section D. If an officer's immediate supervisor is not available, the matter should be discussed with the next ranking command officer within that division. If so desired by the employee, his Steward or Union Officer may participate in these discussions. If the matter is not resolved, it shall be reduced to writing by the employee and submitted as a grievance.
- C. A written grievance shall be signed by the grievant and approved by a Steward or Union Officer before submission to the Division Commander. The Division Commander shall forward copies to the Human Resources Department through the chain of command. The grievance shall contain a specific statement of facts as to its cause, the section of the contract which the officer believes was violated, and the remedy sought by the grievant. Any grievance not submitted within fourteen (14) calendar days of the event or reasonable knowledge of the event which gave rise to the grievance shall be automatically closed.
- D. Procedure:
  - Step 1.** Within fourteen (14) calendar days of receiving the grievance, the Division Commander shall hold a meeting between the employee, his Steward or Union Officer, and the Division Commander or his designated representative. The Division Commander or his representative shall give his written decision concerning the grievance within seven (7) calendar days after the meeting.
  - Step 2.** Grievances not settled at Step 1 may be filed with the Chief of Police within fourteen (14) calendar days of receipt of the Step 1 answer. Within fourteen (14) calendar days, the Police Chief shall hold a meeting between the employee, his Steward or Union Officer, and the Police Chief or his designated representative. The Police Chief or his designated representative shall give his written decision concerning the grievance within seven (7) calendar days after the meeting.
  - Step 3.** Grievances not settled at Step 2 may be filed with the Human Resources Director within fourteen (14) calendar days of receipt of the Step 2 answer. Within fourteen (14) calendar days, the Human Resources Director (or any other designated representative directed by the City Manager) shall hold a meeting between the President of the Union, the Steward or Union Officer of the employee's shift, and the Police Chief or his designated representative. The Human Resources

Director shall give his/her written decision concerning the grievance within 30 calendar days after the meeting. The Union may grant up to two thirty (30) calendar day extensions to answer the grievance if requested by the Human Resources Director. If the written decision is not given within thirty (30) calendar days after the meeting, or within the time limits of the extensions if requested and granted, the grievance may be filed to Step 4.

**Step 4.** Grievances not settled at Step 3 may be filed within twenty (20) calendar days to arbitration or to the Act 78 Civil Service Commission, but not both, with a copy forwarded to the Human Resources Director.

#### **14. ARBITRATION**

- A. If a grievance is appealed to arbitration, the parties involved shall jointly select an arbitrator or, if necessary, ask for an arbitrator from the American Arbitration Association. Any grievance subject to arbitration under this contract shall be pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Further, either party may choose to expedite the process as provided under the expedited labor arbitration rules.
- B. An arbitrator shall rule only on contractual provisions as set forth herein and shall have no authority to expand, modify, or alter the language of this Agreement, and his decision shall be limited to the application or interpretation of the above and to the specific issues presented to him. The fees and approved expenses of an Arbitrator will be paid equally by the Employer and the Union.
- C. After a case has been referred to arbitration, the case may be withdrawn by the submitting party up to 48 hours prior to the hearing date; after that time, by either the City or the Union by mutual consent.
- D. The decision of the arbitrator shall be final and binding on the Union, its members, the employees involved, and the Employer, provided that such decision is within the arbitrator's authority as provided in paragraph B above.
- E. An arbitrator's decision in any grievance shall not require a retroactive payment in other than the instant case or cases, if a class action grievance, and in no case shall it go back more than 90 days from the date the grievance was received by the Chief.

#### **15. DISCIPLINE**

- A. No officer shall be disciplined except for just cause.
- B. Discipline shall consist of the following levels:
  - 1. Oral Reprimand: An official warning to an employee from the Chief, Captain, or Lieutenant that his conduct or performance is unacceptable, a written notation of which shall be maintained in the employee's departmental file.
  - 2. Written Reprimand: A written record from the Chief, Deputy Chief, Captain or a Lieutenant of an employee's unsatisfactory conduct or performance which is included in the employee's official personnel file in the Human Resources Department. The employee shall have the option of submitting a statement of his position concerning the reprimand.

3. Loss of Time Off: The elimination by the Chief of some or all of an employee's available or prospective time off.
  4. Suspension: An employee is not permitted to report for work for a specified period of time and does not receive pay for the time in question.
  5. Discharge: An employee is involuntarily separated from employment with the City of Troy.
- C. The Police Department agrees to continue to use progressive discipline. However, the listing of these disciplinary levels does not preclude the starting of disciplinary action at a higher level when the seriousness of the incident warrants such discipline.
  - D. Disciplinary action beyond an oral reprimand may not be imposed until a minimum of 48 hours after the time of occurrence; however, this 48-hour waiting period does not preclude the immediate disciplinary action of an officer where it appears the seriousness of the incident demands such action. Written statements of the incident shall be filed with the Police Chief if requested or if the officer involved desires to file a statement on his own behalf. Officers who are requested to provide written or oral statements and are subject to discipline shall be notified of the incident under investigation and the general nature of any allegations. Officers shall have 24 hours notice before being required to provide an oral and/or written statement regarding the incident. These oral and/or written statements will become part of the factors included in imposing discipline. If, upon review, the discipline is reversed, the officer shall receive full pay and benefits for the time involved, and all records of the incident shall be removed from his Personnel, Department, and shift files.
  - E. Should an officer be required to give a verbal or written account of his actions which may result in the officer's receiving disciplinary action, the officer may have a steward present while making such a statement. In the event no Union Officer or on-duty Steward is available, any available member of the Union shall act as the Steward.
  - F. The President of the Union shall be notified in writing within 24 hours of the disciplining in excess of an oral reprimand of any member of the Union.
  - G. All cases of discipline may be processed as a grievance.
  - H. Prior to the filing of a grievance, the President of the Union or his designee will be given an opportunity to review all department recorded images used during an investigation to determine discipline. This will be coordinated through the office of Professional Standards. The review will be conducted in the presence of the Chief of Police or his designee, the officer, and the President of the Union or his designee.
  - I. An officer's disciplinary records may be reviewed and removed in the following manner.
    1. The written record of an oral reprimand shall be removed from the officer's departmental file when the officer has successfully corrected the matter in question and has received no other discipline as defined in this section within a 15-month period following the reprimand.

2. Thirty (30) months from the receipt of a written reprimand, an officer may request removal of the reprimand from his personnel file by submitting a request in writing to the Chief of Police stating the officer's reasons for the removal. If the officer has not received any discipline greater than or equal to a written reprimand within the thirty (30) month period, the written reprimand shall be removed. If the reprimand is not removed, a future date shall be established to review the matter in six (6) months.
  3. Records of all other discipline more severe than a written reprimand but less severe than a suspension shall be retained for a period of five (5) years, at which time the officer may submit a written request to have it removed from his personnel file. If the reprimand is not removed, a future date shall be established to review the matter in six (6) months.
  4. Records of all other discipline including and more severe than a suspension shall be retained permanently in the officer's official personnel file.
- J. At the conclusion of any investigation conducted, the employee who is the subject of the complaint shall be notified in writing of the outcome of that investigation and be allowed to review the complete file. If the investigation results in discipline, a copy of the file will be supplied to the officer, if requested. If confidential sources of information are withheld, the Police Chief will provide the Union President with written reasons for the confidentiality.
- K. Disciplinary suspensions may, at the City's discretion, be served after issuance and without requiring the exhaustion of any grievance or appeal process.
- L. Except when on duty or when acting in his official capacity, no member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

## **16. PERSONNEL RECORDS**

- A. Contents of an officer's departmental file and official personnel file in the Human Resources Department shall be treated with confidentiality. Representatives of the Chief of Police and City Administration shall have access to an officer's files for authorized purposes. Information contained within an officer's personnel file may be released without the officer's permission for:
1. Verification of employment and salary.
  2. Civil litigation when directed by a lawful subpoena. In such instances, the officer will be notified.
  3. Internal investigations conducted by or for the Employer.
  4. Use by an official law enforcement agency during the course of any legitimate criminal investigation. In such instances, the officer shall be notified unless such notification may impair the investigation.
- B. During regular City Hall hours and within 72 hours of his request, an officer shall have the right to review his personnel file. If released by his supervisor during regular City Hall hours, an officer may review his personnel file during his regular

duty hours without loss of pay, but not more than five (5) times per calendar year. An officer may comment in writing about any adverse material in his personnel file, and such comment shall be included in the file.

- C. All records placed in Guardian Tracking (or similar program) which are over twelve (12) months old, beginning with the date the evaluation period begins, may be requested in writing by the officer to be removed. Such records will be deleted by the Division Commander unless there is litigation pending wherein such records would be used as supporting documentation. It is agreed that copies of Unsatisfactory Performance Reports entered into Guardian Tracking are not to be forwarded to the Chief unless discipline is recommended.

## **17. SENIORITY**

- A. Seniority of a new officer shall commence when the officer has completed his probationary period and shall be retroactive to the date of his initial appointment as a police officer. The probationary period shall be defined as a maximum of twelve (12) months from the date of being sworn as a Troy Police Officer.
- B. An employee shall forfeit and/or terminate his seniority for the following reasons:
  - 1. He resigns or retires.
  - 2. He is discharged and not reinstated.
  - 3. He is absent for three consecutive work days without notifying the Employer. (Exceptions to this may be made by the Employer.)
- C. A seniority list shall be furnished to the Union every six months.
- D. Seniority for purposes of layoffs, recalls, and promotions shall be in accordance with Act 78 of the Public Acts of 1935, as amended.
- E. If an officer changes to a classification out of the bargaining unit and thereafter returns to the bargaining unit, or returns from an unpaid leave of absence or disability retirement, the officer will not have accrued bargaining unit seniority during the period he was out of the bargaining unit or during the period of leave or retirement. This shall not apply to a member who returns to the rank of Police Officer during the first twelve (12) months of his promotion.
- F. For the purpose of patrol shift and leave day selection only, the Union President or the President-elect shall be deemed to have the highest seniority within the bargaining unit.
  - 1. The Union shall provide written notification to the Chief of Police as to the name of the Association President or President-elect. Such notification must be made prior to the initiation of the shift selection process.
  - 2. A Union President who assumes office after the shift selection period shall not be eligible until the next shift selection period.

## **18. ATTENDANCE**

- A. Work schedules for officers assigned to uniformed Patrol Division shift duty on a regular basis shall be four consecutive 10-hour days, commonly known as the 4/40 schedule. Selections of shifts and days off shall be chosen by officers according to seniority and eligibility to patrol alone, and within the guidelines of departmental orders. Selections shall be made twice per year for six (6) month bumps which shall occur in September and March.
  - 1. Bumps shall take place on time.
  - 2. Court Officers shall choose their positions twice per year for six (6) month bumps which shall occur in September and March.
- B. If an officer is unable to report to work at his established starting time, he shall notify his supervisor or desk officer at least one hour prior to the time his shift is scheduled to start, unless mitigating circumstances make such notification impossible. Failure to provide such notification may, at the option of the City, result in loss of pay for that day.
- C. Requests for time off, except sick leave, must be submitted in writing in advance to the officer's immediate supervisor or ranking officer in accordance with the provisions regulating leaves. The supervisor shall recommend approval or disapproval in writing.
- D. Shift schedules shall be posted at least ten (10) calendar days in advance of the start of a new schedule. In case of emergency or other unforeseen circumstances, schedules may be changed to meet the operating needs of the Police Department. Changes in the posted schedule shall be given to the affected officer(s) in writing. An officer who is scheduled to work an extra shift shall receive 24 hours notification if his overtime is to be cancelled. If notification is not received, the officer shall have the opportunity of either working or not working the extra shift.
- E. An officer who desires to cancel approved time off must notify the Police Chief or other authorized ranking command officer of his request to cancel the approved leave at least 24 hours prior to the time off. If this notice is not given, the Police Chief or other authorized ranking command officer shall have the option of approving or disapproving the request.
- F. Officers shall be allowed to trade working days with the written approval of the shift commander.
- G. Whenever possible, officers may take a one-half hour lunch break and two additional fifteen (15) minute breaks. These breaks shall not be taken contiguously.
- H. Officers assigned to the Investigative/Administrative Services Division and Professional Standards may work a designated holiday, if it is his scheduled work day, upon one day's notice to the designated Division Commander and with prior approval of the Division Commander. An officer working under this section will be paid straight time only.
- I. Employees who are absent from work for reasons of non-duty disability shall continue to accrue benefits pursuant to rules governing leave accrual during the first

full year of their disability. During the second and third years of the non-duty disability, sick leave only shall accrue; however, hospitalization insurance shall be continued even if the employee utilizes all accrued leave time during that period. After three years of non-duty disability, employees shall neither accrue additional leave time nor shall said employee receive hospitalization insurance paid for by the Employer.

## **19. OVERTIME**

- A. An officer will be paid one and one-half (1½) times his regular rate for all hours worked in excess of: (1) 40 hours per week, and (2) his current regular shift duty time. At the option of the officer, payment for overtime may be declined in favor of banking compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time for every one hour of earned overtime. A maximum of one hundred twenty (120) hours of compensatory time may be earned each year. All unused accumulated compensatory time shall be paid to the officer not later than the second pay after December 31 at the officer's current straight time rate. The granting of time off on compensatory time must have the approval of the officer's Shift Supervisor, and no such time off shall be granted if the absence creates additional personnel costs to the department, and is subject to regulation as detailed in department rules, policies and procedures.

All overtime hours worked on a designated holiday shall be paid at the rate of two (2) times the regular hourly rate.

- B. Available overtime will be assigned as one of the following categories:

1. Special Detail Overtime Known 72 Hours in Advance
  - a. If overtime is involved with a special detail (assignment, event, project, program, etc.) which is known at least 72 hours prior to the special detail, then the overtime shall be first offered on a voluntary seniority basis to the appropriate shift or work unit. If the overtime is not filled by the shift or work unit officers, the overtime shall be filled on a voluntary seniority basis from the master seniority list.
  - b. Oakland Mall and Somerset Mall overtime shall be equalized as close as may be practical among all officers who are able to patrol alone and who volunteer to work such overtime. Overtime shall be averaged among officers. Procedures for implementing on a seniority basis will be drafted by the Union and approved by the Chief.
2. Regular Patrol and Special Detail Overtime Not Known 72 Hours in Advance
  - a. Any regular patrol and special detail overtime not known 72 hours in advance shall be offered on the basis of seniority to officers on the appropriate shift or work unit.
  - b. The Shift Commander shall contact those officers of the appropriate shift on the basis of seniority to fill the overtime position. If unable to make contact, the Shift Commander shall move to the next officer on the basis of seniority to fill the position. If not filled from the appropriate shift, the overtime shall be filled from the Master seniority list.
3. Extended Shift Overtime

Extended shift overtime shall be time which is contiguous with the regular



working hours of a shift and during which time the duties to be performed are similar to an officer's regular duties. Extended shift overtime shall be offered to those officers working on the appropriate shift or work unit on the basis of seniority. However, nothing in this section shall preclude an officer from working the overtime necessary to complete an investigation originating on that particular shift when such overtime is approved by the Shift Commander.

4. Other Overtime

All other overtime shall be offered on the basis of seniority to officers on the appropriate shift.

- C. The term "seniority" as used in this section implies both the right to accept or refuse overtime.
- D. The appropriate shift or work unit shall be determined by the Chief, Deputy Chief, Captain, or Shift Commander.
- E. Procedures for calling officer(s) to work an extra shift shall be outlined in a General Order, or Rules and Regulations, or Special Order issued by the Chief of Police. The priority of call-back shall be choice by seniority of officers off-duty for the following reasons:
  - 1. Regular Day Off
  - 2. Personal Business Time
  - 3. Vacation Leave

For example, a full ten (10) hour shift would be offered to those officers on their regular day off in order of their seniority. If no volunteer can be obtained, then the least senior officer on his regular day off may be ordered in for duty. If enough volunteers cannot be obtained through this method, the overtime would be offered to those officers on Personal Business Time in order of their seniority. If no volunteer can be obtained, then the least senior officer on Personal Business Time may be ordered in for duty. If enough volunteers cannot be obtained through this method, the overtime would be offered to those officers on Vacation Leave in order of their seniority. If no volunteer can be obtained, then the least senior officer on Vacation Leave may be ordered in for duty.

Call back for overtime and ordering in for overtime as explained above shall not interfere with time off for those officers who have submitted a request for holiday time off at least seven (7) calendar days in advance and who have received approval for said time off. Under this situation, the officer may not be ordered to work on the date for which approval was given except under an emergency condition which is declared by the Chief of Police. This section shall apply to requests for holiday time only and shall not apply to one-day vacation requests as addressed under paragraph 2 of Article 32, Section C.

Overtime for working a full ten (10) hour shift shall be equalized as close as may be practical among all officers, with the Union being responsible for drafting the procedures for implementation, which must have the approval of the Police Chief, and maintaining the accumulation of overtime. In the event that there is an error by management in offering overtime, such error shall be corrected only by offering that amount of hours to the aggrieved officer when such overtime next becomes available. Payment of overtime for hours not worked shall not be allowed to correct such error.

- F. If an insufficient number of officers are available for an overtime situation(s), the least senior officer who is qualified to patrol by himself may be ordered in for duty.
- G. Overtime provisions regarding special detail overtime can be waived by a Chief, Deputy Chief, Captain if there are special requirements for a particular assignment. The overtime will be offered based upon seniority to the officers who meet the special requirements as determined by the Captain or Chief.
- H. This section shall not apply to probationary officers unless selected specifically for overtime by the Chief, Deputy Chief, Captain, or Shift Commander.
- I. Any errors in the distribution of overtime will be corrected by subsequent distribution of overtime within 60 days, provided that 24 hours notice is given to the Chief.
- J. There shall be no duplication of overtime for the same hours worked, and officers shall not be paid twice for the same hours recorded as worked.

## **20. COURT TIME**

- A. Time spent in court appearances originating from performance of the officer's regular police duties shall be counted as normal duty time and shall be so used in the computation of overtime. A minimum of three (3) hours will be paid for such off-duty court appearances provided that such minimum shall not be applicable if the court time occurs within 30 minutes of the officer's scheduled duty hours.

Officers who work any other shift except day shift and who are required to spend a minimum of seven (7) hours in court on any regular work day may request the opportunity to be absent from their next regular shift for the amount of time spent in court, computed at one and one half (1½) times the actual hours worked. Such requests must have the approval of the officer's Shift Commander, and no such request shall be granted if the absence will create additional personnel costs for the department. (Example: If an officer spends eight hours of off-duty time in court, he will be entitled, if approval is granted, to be absent from his next regular shift for 10 hours, with 2 hours being paid at the straight time rate.)

If two (2) court appearances are scheduled for the same day, the overtime computation will be continuous from the start of the first appearance through the conclusion of the second, unless the time between the appearances is greater than one (1) hour, in which case each appearance will be paid three (3) hours of overtime.

- B. Officers who properly qualify for Disability Insurance under Article 33 of this contract and who are required to appear in court by virtue of a legally authorized subpoena shall receive payment equal to straight time pay for all hours in court under said subpoena and shall not have their disability insurance affected in any way, such as a reduction for hours in court under the subpoena, disruption of the insurance payments, or by having to experience any additional waiting periods by virtue of their compliance with said subpoena.

## **21. CALL-IN TIME**

When an officer is called in at other than his normal scheduled work shift, he shall be paid

a minimum of three (3) hours at the appropriate premium rate, provided that such minimum shall not be applicable if the call-in is contiguous with the officer's scheduled duty hours.

## **22. POLICE WORK**

- A. It shall not be considered the normal duty of a Police Officer, as part of his employment, to participate in the duties shown below:
1. Non-emergency crossing guard duty.
  2. Regular animal control duty, except for emergency animal control assignments.
  3. Animal surveys.
  4. Custodial service of City police buildings, offices, and real property, exclusive of police equipment.
  5. Private contractual arrangements for off-duty work at dances, ball games, and private party traffic assignments (on a volunteer basis only).
  6. School and service club lecture and teaching assignments. Such assignments shall be on a volunteer basis only, subject to the prior approval of the Police Chief. This section does not include those positions where teaching/speaking assignments are inherent in the responsibilities of the position.
  7. Act as or escort process servers to civil matters except where the City is a party to the action or where such action is required by law.
  8. Delivery of letters or parcels that can otherwise be delivered by U.S. mail, except in an emergency.
  9. Bank details - except for bank escort for the City Treasurer's Office and for an occasional request by individual concerns.
  10. Junk car canvassing.
  11. Union members shall not be required to assume the duties of a Shift Commander.
- B. The responsibilities of a Police Officer relating to fire control and fire fighting are shown below:
1. Officers are not required to attempt to extinguish fires unless an immediate danger exists for physical injury to another person.
  2. An officer may attempt to extinguish small property damage fires provided, in the officer's discretion, he is in no immediate danger of physical harm.
  3. At such time that the Fire Department arrives at the scene, the officer is immediately relieved of the fire fighting rescue work not already in progress or any further fire fighting details.

4. On-duty officers who are also members of the City Volunteer Fire Department will be classified as Police Officers at any fire scene.

## **23. WORK ASSIGNMENTS**

- A. The Union shall have the opportunity to recommend appropriate required qualifications and training for all work assignments. Oral interview boards used in evaluating officers for such work assignments shall include one representative of the Union. Vacancies for such positions shall be posted for a minimum of ten (10) calendar days, and officers who wish to be considered for any such work assignment shall be allowed to submit a letter to the Chief of Police within the ten (10) day posting period requesting consideration for the work assignment. If posted qualifications are not met by the applicants and qualifications are changed, the position shall be posted again. Resultant scores of the oral interviews shall be reviewed by the representative of the Union.
- B. The Chief shall have the responsibility to assign work assignments to the most qualified officer; however, the Chief shall not act arbitrarily or capriciously in making such assignment. In the event the Chief does not follow the recommendation of the oral interview board, he shall notify and discuss with the President of the Union (before any list is posted) his reasons for not following the recommendation.
- C. In the event two (2) or more applicants are deemed identically qualified, seniority shall prevail.
- D. The department will provide three positions within the department to be assigned as seniority assignment positions. These positions will be mutually agreed upon between the Chief of Police and the President of the Union. The officer to be assigned to these positions shall be picked by seniority through the six (6) month bump procedure, but will be assigned to the position for two (2) bump periods or one (1) year. The officers assigned to these positions will have to maintain a minimum working standard to be eligible. If the officer is unable to comply with the minimum working standard, the Chief of Police will provide a letter to the President of the Union prior to removing the officer from the position. This removal shall not be the subject of a grievance.

## **24. VEHICLE SAFETY**

- A. The City shall provide patrol vehicles which are in safe operating condition for assigned use by members of the Union. Requests for maintenance and repair activities shall be processed through procedures established by the Employer. All damage to patrol vehicles shall be reported promptly.
- B. Any officer who feels that a specific patrol vehicle is unsafe for duty even after corrective repairs have been completed may so indicate by filing a complaint with the division Captain through his supervisor. Objection shall not concern personal opinion, maintenance, or repair procedures. The City will attempt to avoid using the vehicle in question for patrol duty until the matter is resolved. Patrol vehicles may be driven up to a maximum of 90,000 miles, but not less than that provided under vehicle warranty.

## **25. SICK LEAVE**

- A. Officers shall accrue 8 hours of sick leave for each month of service with the City beginning with the first full calendar month of service.

For purposes of this section, "full calendar month" shall mean any calendar month where an officer is on the payroll for a minimum of twenty (20) days, including time worked, and any payable leave time including, but not limited to, personal business time, holidays, sick leave, vacation, funeral leave, and unpaid military leave up to two weeks.

- B. Sick leave will not be approved before it has been accrued.
- C. Unused sick leave may accrue to a maximum of 350 hours.
- D. Employees shall be notified of their accumulated sick leave during the month of January each year.
- E. An officer who is off of work for three consecutive days because of illness or injury may be required, by the Chief or his designee, to submit a physician's certificate prior to his being allowed to return to work indicating the nature of the illness or injury, the officer's capability of returning to work, and the degree to which he may perform his regular duties. In order to determine the employee's fitness to return to duty, the Employer shall have the right to send the employee for medical examination(s) before permitting his return to work. Physician is defined as a person duly authorized and licensed by the State of Michigan to treat diseases and practice medicine.
- F. Sick leave shall be utilized pursuant to City of Troy policy. Officers shall notify the department of the use of sick leave, and the reason for the use, no less than one (1) hour before the start of the officer's shift and daily thereafter. Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.
- G. On or before the 20th of December of each year, employees with accumulated sick leave in excess of the 350-hour maximum as of the last pay period of October of that year shall receive pay for unused sick leave which is over the maximum, at 100% of regular pay, and the accumulated sick leave shall be reduced to the maximum 350 hours.
- H. Upon retirement (excluding deferred retirement), unused sick leave credits will be paid to the employee to a maximum of 350 hours. Payment for unused sick leave credits at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes. Upon death of an employee, unused sick leave credits will be paid in full to his/her beneficiary.

## **26. PERSONAL BUSINESS TIME**

- A. An officer may be granted up to 30 hours of personal business time in any one calendar year with prior approval of his Shift commander. The request for a full day of time off shall be granted if submitted at least 48 hours in advance. Personal Business time may be used in less than full day increments if it does not create overtime, except for the following exception. A request for a partial day off submitted 48 hours in advance consisting of at least three (3) hours that creates overtime will

be approved if it is taken during a period contiguous with an overlapping shift such that the overtime can be covered with a hold-over or early call-in. If a request for Personal Business time is submitted less than 48 hours in advance, the officer's Shift commander shall have the option of approving or disapproving the request. Personal business time will not be granted on designated holidays if the granting of such a request places the shift below minimum strength as determined by the department.

- B. Personal business time may be taken in conjunction with holiday leave and/or vacation leave.

## **27. FUNERAL LEAVE**

Officers shall be allowed up to 40 hours time off for a death in the officer's or the officer's spouse's immediate family for attending to funeral arrangements, attending the funeral, and bereavement. The immediate family shall consist of spouse, grandparents, parents, stepparents, sibling, son, daughter or stepchild.

## **28. MILITARY LEAVE**

Any officer who has completed his probation period and leaves the Employer's service for compulsory military duty shall be placed on military leave without pay. Such leave shall extend through a date of 90 days after his release from the military service. An employee returning from military leave shall be entitled to restoration to his former position, provided that: (1) he makes application within 90 days after his release from duty, (2) his release shall be under conditions other than dishonorable, and (3) he is physically and mentally capable of performing the duties of the position involved. An employee who leaves for military duty may elect either to be paid for accrued vacation time due him or may elect to have such credits reinstated upon return to the department. An employee returning from Military Leave shall be restored with all unused sick leave which was banked prior to said leave.

## **29. CIVIL LEAVE**

A seniority employee may be given time off at straight time wages for actual time lost from work while performing jury duty or serving as a non-party witness under subpoena or while he is party defendant in an action originating out of the performance of his regular duties for the Employer. This leave will not be permitted if the employee is a plaintiff in an action or a defendant in an action originating from his personal activities. Witness or jury duty fees as authorized for such services shall be paid to the Employer, less specific allowances for meals or travel. The maximum amount of hours payable under this section shall be a normal 40 hours per week.

## **30. LEAVE WITHOUT PAY**

The City Manager may grant an employee leave without pay for a period not to exceed one year when it is in the interest of the City to do so. The employee's request for such leave shall be considered when he has shown by his record to be of more than average value to the City and where it is desirable to retain the employee even at some sacrifice.

### **31. HOLIDAYS**

- A. On January 1, each officer shall be allotted 110 hours of future holiday leave.
- B. Holiday leave not taken in conjunction with vacation shall be considered on the basis of the earliest request submitted.
- C. Designated holidays shall be New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. The designated holiday shall apply to one specific calendar day for each of the designated holidays.
- D. Any officer working on a designated holiday shall receive one and one-half (1½) times his regular hourly rate for all hours worked that day. All overtime hours worked on a designated holiday shall be paid at the rate of two times the regular hourly rate.
- E. Unused holiday leave as of December 31 of each year shall be paid to the officer by check or direct deposit on a straight time basis.

### **32. VACATION**

- A. All officers shall qualify for vacation leaves on January 1 of each calendar year according to the following schedule:
  - 1. For all months worked in the previous calendar year prior to the third service date with the City, an officer shall accumulate vacation leave at the rate of 6 2/3 hours for each month worked.
  - 2. For all months worked in the previous calendar year beyond the third and prior to the eighth service date with the City, an officer shall accumulate vacation leave at the rate of 10 hours for each month worked.
  - 3. For all months worked in the previous calendar year beyond the eighth and prior to the thirteenth service date with the City, an officer shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked.
  - 4. For all months worked in the previous calendar year beyond the thirteenth service date with the City, an officer shall accumulate vacation leave at the rate of 15 hours for each month worked.
  - 5. For all months worked in the previous calendar year beyond the eighteenth service date with the City, an officer shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked.
- B. For purposes of this section, "months worked" shall mean any calendar month where an officer is on the payroll for a minimum of twenty (20) days, including time worked, and any payable leave time including, but not limited to, personal business time, holidays, sick leave, vacation, funeral leave, and unpaid military leave up to two weeks.
- C. Vacation shall be defined as the use of accrued vacation leave days in lieu of 40 consecutive hours of scheduled work. Officers wishing to use their seniority right of choice of vacation periods shall submit a time stamped Vacation Time Request form

to their supervisor by March 1st of each year. The form shall indicate the month and week of each vacation as well as the order of preference. Officers may specify up to three vacation preferences. Each vacation preference shall consist of 40 consecutive hours of scheduled work. After officers' first preferences are filled by seniority, the second and third preferences will also be considered and filled by seniority.

- D. Officers may use accrued vacation leave time on a one day at a time basis. Vacation leave time taken on a one day at a time basis must be utilized in a regular full shift block of 8 or 10 hours depending on the work assignment. A maximum of 80 hours of unused vacation leave time as of December 31st of each year shall be paid to the officer on a straight time basis.
- E. Effective January 1, 2006, the carrying over of unused vacation leave to the next year is prohibited except under exigent circumstances as determined and approved by the Chief of Police. Decisions regarding the approval or denial of vacation leave carryover are not grievable and are subject to City of Troy policy regarding usage.
- F. Officers who are on the payroll on January 1st of any calendar year and who subsequently terminate their employment in the same calendar year due to death, retirement, or resignation in good standing shall be compensated for unused vacation leave at the rate of 100%. It is explicitly understood that payment for unused vacation leave shall not be included in any computation of Final Average Compensation for retirement purposes.

### **33. DISABILITY INSURANCE**

- A. The City will provide short-term disability insurance for all employees. A charge of up to eight (8) hours per pay period of the employee's accrued leave time together with said insurance will provide eighty percent (80%) of an employee's base salary, after a thirty (30) day waiting period, for a maximum of fifty-two (52) weeks.
- B. Long-term disability insurance will be provided by the City for all employees with three (3) or more years of service at the time of the next opening date of the insurance policy. Eligible employees must also be accepted by the insurance company. A charge of up to eight (8) hours per pay period of the employee's accrued leave time together with said insurance will provide seventy percent (70%) of an employee's base salary beginning 12 months after an extended absence due to sickness or accident. The insurance shall continue until the employee's death, retirement, termination, or return to work (or in the case of non-duty disability, up to 5 years, whichever is sooner).
- C. Amount of coverage shall be adjusted twice a year.
- D. The Union shall be provided with a copy of the disability insurance policies covering members of this Union.
- E. In the event there is a conflict between the employee's physician and the insurance company's physician which results in denial of coverage, the City will be an advocate of the employee when the City selected physician/specialist agrees with the employee's physician.



### **34. DUTY-CONNECTED DISABILITY**

- A. This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Workers' Compensation benefits. The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation Laws of the State of Michigan, but that supplemental payments are made subject to the employee's: (1) complying with all reasonable rules promulgated by the City regarding duty-related disability; (2) treating with the City-designated clinic for the first twenty-eight (28) days after injury, pursuant to the current Michigan Worker's Compensation law (if the Michigan Worker's Compensation law changes, the period will mirror the law); (3) providing periodic updates or reports from the employee's physician if requested by the City; (4) performing in a light duty status, excluding those duties listed in Article 22A, if directed by the Department Head or his designate consistent with the recommendations of the attending physicians; and (5) consenting to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this Article.
1. For the first 30 days following the date of disability, the officer shall receive a check or direct deposit from the City in an amount sufficient to augment appropriate Workers' Compensation insurance to provide the officer with his regular net pay. The officer shall not incur any loss of accrued leave time during this 30-day period.
  2. After 30 days from the date of disability, the officer will receive 80% of his regular base salary for an additional 52 weeks. These payments will be comprised of the following, as appropriate: Workers' Compensation insurance, disability insurance, social security, disability retirement, and a charge of four (4) hours of the officer's accrued leave time per pay period in order to continue on the payroll and accrue benefits.
  3. Beginning 12 months after the date of disability, an eligible officer will be provided with Long-Term Disability Insurance as explained in Section 33.
  4. Upon the retirement of a member of this Union due to his disability as provided in Chapter 10 of the City Code, he shall receive a pension of not less than two-thirds (2/3) of his Final Average Compensation during the period he is in receipt of Workers' Compensation due to this disability arising out of and in the course of his City employment.
- B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action within Wayne, Oakland, and Macomb Counties in the State of Michigan. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.

### **35. LIFE INSURANCE**

The Life Insurance program shall provide participating employees with \$1,000 of life insurance for each \$1,000 of salary, with a maximum amount of coverage of \$50,000, plus double indemnity for accidental death. This insurance shall be term insurance with the employee contributing ten cents for each \$1,000 of insurance per pay period. Each employee shall have a policy issued to him.

### **36. HEALTH INSURANCE**

- A. The Employer shall provide hospitalization and medical insurance for employee and family equal to the following:
  - 1. Blue Cross/Blue Shield Community Blue Plan 1 (Modified) to include: \$10/\$40 drug rider with mandatory generic, prior authorization, step therapy, 2xMOPD; \$30 office visit co-pay; \$30 chiropractic office visit co-pay; \$50 emergency room co-pay (waived if admitted); and \$250/\$500 basic deductible.
  - 2. A dental program, including Class I and Class II benefits with a 10% employee co-payment of claims and a maximum benefit of \$1,000 per person per year, beginning each January 1.
  - 3. Orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19.
- B. An employee who elects to be covered for this insurance shall contribute 5.0% of the total premium cost by means of pretax payroll deduction.
- C. Officers who, after October 17, 2005, choose not to subscribe to medical insurance will receive \$250 per month. For officers who, prior to October 17, 2005, have opted not to subscribe to medical insurance, the amount of "cash-in-lieu" payment they are receiving will be frozen at the amount being paid as of October 17, 2005.
- D. Special enrollment periods shall be provided in accordance with the terms and conditions of the Blue Cross/Blue Shield Benefit Guide.
- E. If two City of Troy full-time employees are married to each other, one of them must opt out of the health insurance and dental insurance coverage and elect to receive the cash-in-lieu payment referenced in subsection (c) above.

### **37. PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS**

- A. Members of the Union shall submit to a physical examination between June 1st and October 31st every other year. Such examination shall be conducted by a medical doctor or clinical facility licensed to practice in the State of Michigan and the Employer shall determine the extent of said examination. If the examination is not provided by the Employer's clinic, the officer shall notify the Human Resources Director in writing of the name of the physician providing the examination. Requests for time off for the physical must be submitted 21 days in advance.

The examination may be conducted during the officer's on-duty hours but shall not result in any overtime payment. Officers will be paid for up to three (3) hours to

complete the physical. Officers working a shift which is not in conjunction with their physician's office hours shall be given a schedule adjustment of three (3) hours made in the same pay period. This schedule adjustment must not create overtime.

Results stating whether the officer passed or failed the examination shall be provided to the Employer by the examining physical. Employees who do not pass the examination must submit medical documentation that the employee is fit for duty. Upon receipt of verification that the officer passed the examination, the officer will be awarded twenty (20) hours of holiday leave in the calendar year in which he or she passes the test and twenty (20) hours for the second year. The employee shall be required to pay one-half (1/2) of the cost of said examination which is not covered by medical insurance with the Employer paying the remaining one-half upon submission of a paid receipt. The receipt is due by January 31 of the following year.

- B. The Employer may require an officer to submit to a psychological examination related to the question of whether the officer is psychologically fit to perform the duties of Police Officer.
  - 1. Officers will not be unreasonably ordered to submit to psychological exams. Any such orders shall be based upon specific circumstances which are explained to the officer, in the presence of a steward if the officer desires.
  - 2. When officers are ordered to submit to psychological exams, the results shall include a pass/fail or fit/unfit for duty determination, and shall not include personal, intimate questions or answers that the officer in confidence revealed to the doctor, unless directly related to the officer's ability to perform his duties. Upon request of the officer, a copy of the exam results will be supplied. Such copy may exclude conclusions or recommendations which, in the opinion of the doctor, would be detrimental to the treatment, adjustment, or welfare of the officer if revealed. Failure to pass the psychological examination shall not, by itself, constitute misconduct which would result in disciplinary action.
  - 3. In the event an officer fails to be certified as being psychologically fit for duty, the objective test results will be forwarded by the doctor to a second facility for review and an oral interview conducted at the City's expense.
  - 4. If the second facility disagrees with the conclusion of the first facility, the objective test results will be forwarded by the second doctor to a third facility and an oral interview conducted for a final determination, at the City's expense, which is binding on both the City and the officer.
- C. The Employer has the right to conduct drug/alcohol testing under the following circumstances: 1) selection for assignment to SIU, CIU, DPU, and drug enforcement units within the department; 2) whenever an employee discharges a firearm; 3) whenever an employee is involved in a fatal or serious injury accident; 4) as part of any regular physical examination required by the department; 5) whenever there is reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty, or illegally uses/possesses controlled substances. Any positive results of drug test shall be subject to confirmative testing.

### **38. TUITION REIMBURSEMENT**

Officers may be eligible for tuition reimbursement under the following conditions:

- A. Reimbursement shall be for 100% of the officer's actual tuition cost toward any Bachelor or Master Degree, and shall not duplicate any financial aid such as scholarships, grants and aids, G.I. Bill, etc.
- B. Reimbursement shall be tuition costs only and shall not include other fees or expenses.
- C. The course must be taken at an accredited school or university, but does not have to be a credit course.
- D. A minimum final grade of 2.0 or "C" (or greater as may be required by curriculum) must be achieved.
- E. No officer shall receive more than \$ 2,500.00 under this program in any fiscal year.
- F. Prior to receipt of reimbursement, the employee shall sign a letter agreeing to repay the City the full amount if the employee terminates employment for any reason other than retirement or is terminated for just cause within three (3) years of completion of the course. Should an employee be terminated for just cause and ultimately reinstated, any money repaid to the City for tuition reimbursement after the initial discharge will be returned to the employee.
- G. Application and reimbursement process shall be according to established City procedure.

### **39. PROMOTIONS**

Promotional eligibility lists for, and promotion to, the position of Police Sergeant shall be in accordance with Act 78 of the Michigan Public Acts of 1935, as amended, and the Rules and Regulations of the Act 78 Commission, with the following exceptions:

- A. The eligibility list for the position of Sergeant shall expire after two (2) years from the date of its creation.
- B. The appointing authority, the City Manager, shall have the authority to promote to the position of Sergeant any one (1) of the top three (3) eligibles on the eligibility list (commonly known as the "Rule of Three"). Whenever the City Manager promotes to Sergeant a candidate who ranked lower on the eligibility list than another candidate, the City Manager must provide the by-passed candidate with the reason for his action; however, the action of the City Manager shall not be grievable.
- C. Psychological evaluations related to the question of whether the employee is psychologically fit for promotion to the rank of Sergeant shall be provided as the last phase of testing for all applicants for promotion to the rank of Sergeant.

In the event that an applicant fails to be certified as being psychologically fit for promotion by the facility assigned to conduct such evaluations, the test results will be forwarded to a second facility for review. If the second facility agrees with the conclusion of the first facility, the applicant shall not be certified for promotion. If the

second facility disagrees with the conclusion of the first facility, the test results will be forwarded to a third facility jointly agreed upon by the Union and the City for a final decision which is binding on both the City and the applicant.

Applicants who are not certified as being psychologically fit for promotion shall have their names excluded from the list and be ineligible for any promotion for a period of six (6) months after the list is certified by the Act 78 Commission or after the results of the psychological testing have been received, whichever occurs later. Such applicants shall be eligible for re-evaluation by the first facility, after the six (6) month period, provided that the applicant enrolls in the City's Employee Assistance Program (EAP), at his own expense, and follows all of the recommendations of the EAP counselors during that six (6) month period.

In the event that a report which provides the psychological evaluation of an applicant includes a comment or comments which would lead one to reasonably conclude that an applicant may not be psychologically fit to continue in his current employment without danger to the health, safety, and welfare of the public, the City will immediately meet with the Union to discuss the matter and, at the option of the City, the applicant may be relieved of duty with pay and ordered to undergo counseling until the matter is resolved.

- D. Weightings for the evaluation of Officers promoting to Sergeant will be 70% Assessment Center and 30% Written Exam.

#### **40. CLOTHING AND CLEANING ALLOWANCE**

- A. Each fiscal year, every officer shall be allotted a basic clothing allowance of \$525.00. Said clothing allowance shall be placed in an account in the officer's name and shall be disbursed to the officer upon submittal of legible receipts for approved clothing and personal equipment purchases.

It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year. In the event that employment is interrupted for such reason as retirement or leave of absence or injury leave in excess of six (6) months, the City shall have the right to adjust such payments on a prorated basis and make adjustments in payments for the following fiscal year based on overpayments in the current year or, in the case of retirement, from the employee's final pay check.

Any mandatory changes in uniform and/or personal equipment over \$75.00 per item shall not be deducted from the officer's clothing allowance.

- B. Any officer assigned to or from the Non-Uniform Divisions or Bureaus for an assignment in excess of six (6) months shall receive an additional \$150.00 in his clothing allowance.
- C. \$25.00 of unused funds from the basic clothing allowance may be carried over each fiscal year. The amount and type of uniform and equipment shall be determined by the Police Chief. Changes in uniform and/or personal equipment will be discussed with the officers of the Union, and all Police Officers will be notified of any mandatory change at least thirty (30) days in advance of the fiscal year.
- D. All new officers shall be supplied with a full set of uniforms and equipment as

determined by the Chief.

- E. Effective June 30, 2015, each officer shall receive an annual cleaning allowance of up to three hundred seventy-five dollars (\$375.00) during the month of May. It shall be comprised of 1/12th of the total amount for any month or portion thereof the officer worked in the previous twelve (12) months. In the event that employment is interrupted for such reasons as leave of absence or injury leave in excess of six (6) months, the City shall have the right to adjust such payments on a prorated basis.

#### **41. LONGEVITY**

All officers hired prior to December 3, 2001 shall receive longevity pay on or before December 20 of each payment year in accordance with the following schedule:

<u>Years of Continuous City Service as of November 30 of Payment Year*</u>	<u>Percent of Base Pay Earned From December 1 through November 30</u>
4 - 8 Years	2% - but not more than \$ 857
9 - 13 Years	4% - but not more than \$ 1,716
14 - 18 Years	6% - but not more than \$ 2,574
19 Years or over	8% - but not more than \$ 3,431

\*If worked nine (9) or more months of previous twelve (12) months, will receive maximum dollar figure shown; otherwise, the percentage shown.

The above listed maximum dollar amounts are intended by the parties to this Agreement to constitute the maximum amount of longevity payments which can be received by any one employee for the period (December 1st through November 30th). The maximum amounts of longevity as set forth herein shall be reduced by the amount of overtime paid which is attributable to longevity being included in the computation of overtime rates of pay for the period of December 1st through November 30th each year. (Example: If an employee is eligible for \$1,100.00 in longevity payments and has received, during the period, a total of \$20.00 in overtime premium payments which was attributable to longevity, that employee will be paid \$1,080.00 in lump-sum longevity payment for that period.)

#### **42. RETIREMENT**

A. **DEFINED BENEFIT PLAN:**

All officers shall participate in the Retirement System Pension Program, as explained in Chapter 10 of the Troy City Code. There shall be no unilateral changes in the pension benefits for members of this bargaining unit as set forth in Chapter 10 of the Troy City Code dated July 1, 1992 without written notice to the President of the Union. Upon notice, the Union may demand bargaining, in which case the City will bargain if it continues to desire to make the change.

Bargaining unit members hired after February 15, 2000 are not eligible to participate in the Defined Benefit pension program and shall participate in an IRS §401(a) Defined Contribution pension program.

**Employee Contribution:**

Effective February 15, 2000, the member's contribution to the Retirement System Pension Program shall be 4.0% of gross payroll (0.04 x gross payroll).

Computation:

For those officers who retire after February 15, 2000, the following elements will be included in the (Defined Benefit) pension benefits for Police Officers:

1. Eligibility for retirement shall be after 25 years of service regardless of age.
2. The pension annuity factor paid shall be 2.8% for each year of service up to a maximum of 25 years. For each year of service over 25 years, the pension annuity factor shall be 1.0%. Under no circumstances, however, shall the total pension annuity factor for all years of service rendered on behalf of the City of Troy exceed 75.0% of Final Average Compensation.
3. Final average compensation shall be based upon the best three (3) of the last ten (10) years of credited service.
4. Where applicable, a duty death benefit shall be provided to a surviving spouse which will equal no less than fifty percent (50%) of the deceased officer's FAC.
5. No current employee with more than twenty five (25) years of service to the City and whose current pension annuity factor exceeds 75.0% shall have his total pension annuity factor reduced as a result of the February 15, 2000 Arbitration Award. Future service shall, however, accrue at the rate of 1.0% for each year of service for said employee.

B. DEFINED CONTRIBUTION PLAN:

Employees hired on or after February 15, 2000 shall participate in an IRS §401 (a) Defined Contribution (DC) Pension Program. The DC plan is not available for employees hired before February 15, 2000 (except as noted in Section 42. B. 3.).

1. Contribution rates:

Employees hired before October 17, 2005:	Employee 5%
	Employer 11%
Employees hired on or after October 17, 2005:	Employee 6%
	Employer 10%
2. Vesting Schedule for Employer Contributions: Employees hired after February 15, 2000 shall be 50% vested at three years, 75% vested at four years and 100% vested at five years.
3. Conversion: Employees hired before 2/15/00 will be given a window period from the date of ratification of the Agreement by both parties until 6/3/02, during which they may opt out of the DB plan and elect participation in the DC plan. Once an employee elects to participate in the DC plan, the decision is irrevocable; the employee cannot revert back to the DB plan.

Employees electing to participate in the DC plan shall have the actuarially determined value of their DB plan rolled over into the DC plan, and shall be immediately vested.
4. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the retirement ordinance. The City's liability for the disability benefit shall be offset (1) by an

amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401 (a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan. While the employee is receiving disability benefits or is receiving workers' compensation the City of Troy shall contribute the employer rate as contained in subsection 1 of this Agreement of the disabled employee's taxable wage for deposit in the defined contribution plan for the employee's benefits. The computed plan benefit shall not be less under the DC program than what it would have been under the defined benefit program.

5. Participants in the defined contribution plan shall also be covered in the event of death including non-duty death with a benefit equivalent to the defined benefit plan as set forth in the retirement ordinance. The City's liability for a death benefit shall be offset (1) by an amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's death. The computed plan benefit shall not be less under the DC plan than what it would have been under the defined benefit program.
6. Upon regular retirement, early retirement or disability retirement, employees may be eligible for medical and hospitalization insurance, as described in Sec. 42. C. below, except that employees hired on or after 7/1/2011 shall have a Retiree Health Savings Plan as described in Sec. 42. D. If the employee meets the age and service requirements under the Defined Benefit Plan, the City will pay for medical and hospitalization coverage at the rate of 4% per complete year of service to the City of Troy (max. 100%) for two (2) person coverage for retiree, spouse at the time of retirement, or dependent child, provided that the retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance.

Effective July 1, 2001, the City will provide fully paid medical insurance for two-person coverage in the event of a duty death.

Upon retirement, the retiree will receive his/her final payouts for holiday pay, vacation pay, and sick pay in a check or direct deposit separate from wages.

**C. MEDICAL INSURANCE IN RETIREMENT:**

Upon regular retirement, early retirement, or disability retirement, employees may be eligible for medical and hospitalization insurance if they meet the age and service requirements whether they participate in the Defined Benefit or Defined Contribution Pension Plan.

For employees retiring on or after the ratification date of this Agreement, the insurance described in Blue Cross Blue Shield Community Blue PPO group #0070010020 will be provided, except for employees who participate in the Retirement Health Savings (RHS) plan.

For employees hired on or after July 1, 2011, the Retiree Health Savings Plan described in Section 42. D. will replace retiree health insurance.



Retirees (other than RHS participants) who in Medicare Part B (medical insurance), at the retiree's expense, must notify the employer that they enrolled. The employer shall then provide supplemental insurance benefits to equal the above level of insurance benefits for two-person coverage for retiree and spouse (or dependent child) at the time of retirement, per the computation in the following paragraph. A retiree may pay, at his/her own expense, the different between a two-person and family rates.

For such employees retiring after February 20, 1996, the City will pay for medical and hospitalization coverage at the rate of 4% per complete year of retirement service to the City of Troy (max. 100%) for two (2) person coverage for retiree, spouse at the time of retirement, or dependent child, provided that the retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own option and expense, the difference between a two-person and family rate.

Effective July 1, 2001, the City will provide fully paid medical insurance for 2-person coverage in the event of a duty death.

For purposes of this section, "spouse" and "two-person coverage" are defined as "spouse (or dependent child) at the time of retirement."

#### D. RETIREMENT HEALTH SAVINGS

Employees hired on or after July 1, 2011 shall participate in the Retirement Health Savings (RHS) plan to fund for the cost of health care in retirement.

1. Contribution rates:

Employee	2%
Employer	4%
2. Vesting Schedule for Employer contributions: Employees shall be 50% vested at three years; 75% vested at four years, and 100% vested at five years.

### 43. WAGES

A. Annual salaries for Police Officers are outlined in the schedule below.

Effective July 1, 2015: 2.0% wage increase and \$350 lump sum

		Certified PO No Experience	Part-time & certified PO with less than one year experience	More than one but less than two years of full-time sworn PO experience	Two or more years of full-time sworn PO experience
	<b>Advancement</b>	<b>Starts at Step 1</b>	<b>Starts at Step 2</b>	<b>Starts at Step 3</b>	<b>Starts at Step 4</b>
<b>Step 1</b>		\$43,723			
<b>Step 2</b>	6 months from Step 1	\$48,371	\$48,371		
<b>Step 3</b>	6 months from Step 2	\$59,109	\$59,109	\$59,109	
<b>Step 4</b>	6 months from Step 3	\$61,482	\$61,482	\$61,482	\$61,482
<b>Step 5</b>	6 months from Step 4	\$64,185	\$64,185	\$64,185	\$64,185
<b>Step 6</b>	1 year from Step 5	\$68,078	\$68,078	\$68,078	\$68,078
<b>Step 7</b>	1 year from Step 6	\$71,460	\$71,460	\$71,460	\$71,460

Effective July 1, 2016: 1.5% wage increase and \$350 lump sum payment

		Certified PO No Experience	Part-time & certified PO with less than one year experience	More than one but less than two years of full-time sworn PO experience	Two or more years of full-time sworn PO experience
	<b>Advancement</b>	<b>Starts at Step 1</b>	<b>Starts at Step 2</b>	<b>Starts at Step 3</b>	<b>Starts at Step 4</b>
<b>Step 1</b>		\$44,379			
<b>Step 2</b>	6 months from Step 1	\$49,097	\$49,097		
<b>Step 3</b>	6 months from Step 2	\$59,996	\$59,996	\$59,996	
<b>Step 4</b>	6 months from Step 3	\$62,404	\$62,404	\$62,404	\$62,404
<b>Step 5</b>	6 months from Step 4	\$65,148	\$65,148	\$65,148	\$65,148
<b>Step 6</b>	1 year from Step 5	\$69,099	\$69,099	\$69,099	\$69,099
<b>Step 7</b>	1 year from Step 6	\$72,532	\$72,532	\$72,532	\$72,532

Effective July 1, 2017: 1.5% wage increase and \$350 lump sum payment

		Certified PO No Experience	Part-time & certified PO with less than one year experience	More than one but less than two years of full-time sworn PO experience	Two or more years of full-time sworn PO experience
	<b>Advancement</b>	<b>Starts at Step 1</b>	<b>Starts at Step 2</b>	<b>Starts at Step 3</b>	<b>Starts at Step 4</b>
<b>Step 1</b>		\$45,045			
<b>Step 2</b>	6 months from Step 1	\$49,833	\$49,833		
<b>Step 3</b>	6 months from Step 2	\$60,896	\$60,896	\$60,896	
<b>Step 4</b>	6 months from Step 3	\$63,340	\$63,340	\$63,340	\$63,340
<b>Step 5</b>	6 months from Step 4	\$66,125	\$66,125	\$66,125	\$66,125
<b>Step 6</b>	1 year from Step 5	\$70,135	\$70,135	\$70,135	\$70,135
<b>Step 7</b>	1 year from Step 6	\$73,620	\$73,620	\$73,620	\$73,620

Effective July 1, 2018: 2.0% wage increase

		Certified PO No Experience	Part-time & certified PO with less than one year experience	More than one but less than two years of full-time sworn PO experience	Two or more years of full-time sworn PO experience
	<b>Advancement</b>	<b>Starts at Step 1</b>	<b>Starts at Step 2</b>	<b>Starts at Step 3</b>	<b>Starts at Step 4</b>
<b>Step 1</b>		\$45,946			
<b>Step 2</b>	6 months from Step 1	\$50,830	\$50,830		
<b>Step 3</b>	6 months from Step 2	\$62,114	\$62,114	\$62,114	
<b>Step 4</b>	6 months from Step 3	\$64,607	\$64,607	\$64,607	\$64,607
<b>Step 5</b>	6 months from Step 4	\$67,448	\$67,448	\$67,448	\$67,448
<b>Step 6</b>	1 year from Step 5	\$71,538	\$71,538	\$71,538	\$71,538
<b>Step 7</b>	1 year from Step 6	\$75,092	\$75,092	\$75,092	\$75,092

Effective July 1, 2019: 2.0% wage increase

		Certified PO No Experience	Part-time & certified PO with less than one year experience	More than one but less than two years of full- time sworn PO experience	Two or more years of full-time sworn PO experience
	<b>Advancement</b>	<b>Starts at Step 1</b>	<b>Starts at Step 2</b>	<b>Starts at Step 3</b>	<b>Starts at Step 4</b>
<b>Step 1</b>		\$46,865			
<b>Step 2</b>	6 months from Step 1	\$51,847	\$51,847		
<b>Step 3</b>	6 months from Step 2	\$63,356	\$63,356	\$63,356	
<b>Step 4</b>	6 months from Step 3	\$65,899	\$65,899	\$65,899	\$65,899
<b>Step 5</b>	6 months from Step 4	\$68,797	\$68,797	\$68,797	\$68,797
<b>Step 6</b>	1 year from Step 5	\$72,969	\$72,969	\$72,969	\$72,969
<b>Step 7</b>	1 year from Step 6	\$76,594	\$76,594	\$76,594	\$76,594

Any adjustment to wages, including annual salary, shall be effective on the date specified in the Agreement.

- B. If an officer who has completed probation does not receive a step increase in accordance with the appropriate schedule above, the matter shall be subject to the grievance procedure. Within thirty (30) days after the date of denial, the proposed step increase shall again be reviewed. The involved officer shall be advised of this review and shall have the opportunity to discuss it with the reviewing officer(s), the Captain, and the Chief. No such step increase shall be withheld longer than sixty (60) days.
- C. Employees regularly scheduled by the City to work on the second or third shift (commonly referred to as the Afternoon and Midnight shifts, respectively) shall receive a shift bonus as provided below for a ten (10) hour work period for each such regularly scheduled day. The shift bonus shall be paid bi-weekly to officers who qualify for it as follows:

Second Shift (Afternoons) \$.60

Third Shift (Midnights) \$.80

- D. Any monies paid to an employee may be paid by means of direct deposit.

#### **44. JUDICIAL REVIEW**

If any article or section of this Agreement, or any supplement thereto, shall be held invalid by the operation of law or by any tribunal, the remainder of this Agreement and supplements thereto shall not be affected thereby.

#### **45. DURATION OF AGREEMENT**

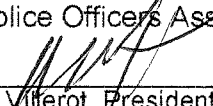
This Agreement shall remain in full force and effect from the date of execution until June 30, 2020 and thereafter until amended or modified. Either party may, between January 1, 2020 and March 1, 2020, serve written notice upon the other party of its desire to modify or amend this Agreement. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract. Any such amendment or modification would become effective after June 30, 2020.

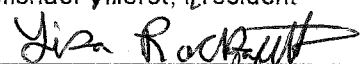
#### **46. EMERGENCY MANAGER**

Pursuant to PA 9 of 2011, each collective bargaining agreement entered into between a public employer and public employees under this act after the effective date of the amendatory act that added this subsection shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Provisions required by this subsection are prohibited subjects of bargaining under this act.

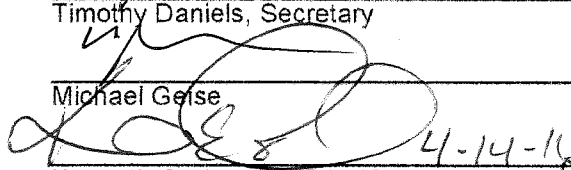
IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon this 23<sup>rd</sup> day of **November, 2015**.

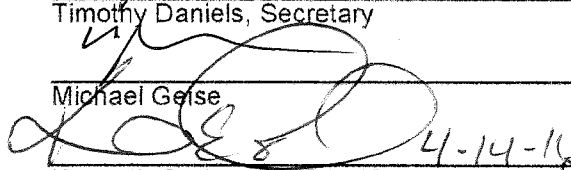
FOR THE UNION:  
Police Officers Association of Michigan  
Troy Police Officers Association

  
\_\_\_\_\_  
Michael Villerot, President

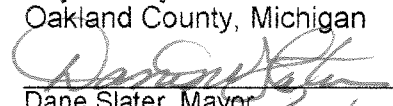
  
\_\_\_\_\_  
Lisa Rockefeller, Vice President


  
\_\_\_\_\_  
Timothy Daniels, Secretary

  
\_\_\_\_\_  
Michael Geise

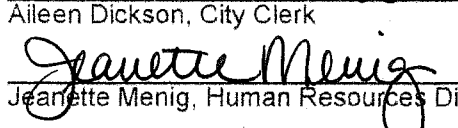
  
\_\_\_\_\_  
Kenneth Grabowski, POAM

FOR THE EMPLOYER:  
City of Troy  
Oakland County, Michigan

  
\_\_\_\_\_  
Dane Slater, Mayor

  
\_\_\_\_\_  
Brian Kischnick, City Manager

  
\_\_\_\_\_  
Aileen Dickson, City Clerk

  
\_\_\_\_\_  
Jeanette Menig, Human Resources Director



## CITY COUNCIL AGENDA ITEM

Date: July 23, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Cathleen A. Russ, Library Director

Subject: Library Funding

---

### **History**

- Voters approved a five-year, 0.7 mills dedicated library millage on August 2, 2011 and again on November 3, 2015.
- The current library millage will fund the Troy Public Library through the fiscal year that ends on June 30, 2021.
- Voters must renew or replace the library millage in order for the City to continue operating and maintaining the Library beyond June 30, 2021.
- City Council must determine the library millage rate and duration to be presented at the November general election by August 11, 2020, the deadline to approve ballot wording for November 2020.
- City Council held a special meeting to discuss library funding on June 8, 2020.
- On June 22, 2020, City Council approved an agreement with Cobalt Community Research (Cobalt) for library survey research. City Council also discussed library funding and City staff outlined a preliminary public engagement plan including the survey, virtual focus group(s), and virtual town hall meeting(s).
- On July 13, 2020, City staff presented a more detailed community engagement plan to City Council including specifics regarding the survey and virtual focus groups.
- On July 20, 2020, City staff presented the focus groups results and Cobalt presented an early data summary. Both the focus groups and the survey revealed strong community support for a new dedicated library millage.

### **Next Steps**

The final survey results will be presented during the July 27 regular City Council meeting. City Council must then determine the library millage rate and duration to be presented at the November general election. The next regular City Council meeting is Monday, August 10, 2020 and Tuesday, August 11, 2020 is the deadline to approve ballot wording so City staff needs direction regarding the library millage rate and duration on July 27.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Ballot Wording**

Ballot proposals authorizing a millage rate must comply with the General Property Tax Act, Act 206 of 1893 (MCL 211.24f). Millage ballot proposals must fully disclose each local unit of government to which the revenue from that millage will be disbursed. In this case, local units of government include the City (for library purposes), Local Development Finance Authority, Downtown Development Authority, and Brownfield Redevelopment Authority. Each local authority is created under state law and “captures” library millage revenue for authority purposes. This may seem confusing but the 2011 and 2015 ballot questions are provided below so you can see how this requirement is met.

### **August 2, 2011**

#### **CITY COUNCIL WOULD BE AUTHORIZED TO LEVY 0.7 MILLS FOR DEDICATED LIBRARY FUNDING WITH THE SUCCESSFUL PASSAGE OF THE FOLLOWING QUESTION:**

*Shall the City of Troy levy new additional millage of 0.7 mills against all taxable property for a five (5) year period of time, 2011 through 2015, inclusive, for the dedicated purpose of operating and maintaining the library? 0.7 mills are equal to \$0.70 on each \$1,000.00 of taxable value. If approved, the additional millage levied will raise approximately \$3,114,125 in 2011, the first year it is levied. Millage revenue would be disbursed to the City for library purposes. Of this amount, state law requires the capture of approximately \$3,383 for Local Development Finance Authority, \$50,020 for Downtown Development Authority, and \$129 for Brownfield Redevelopment Authority purposes. This proposal is authorized under Section 6 of Article IX of the Michigan Constitution.*

Yes \_\_\_\_\_ No \_\_\_\_\_

### **November 3, 2015**

#### **CITY COUNCIL WOULD BE AUTHORIZED TO RENEW A LEVY OF 0.7 MILLS FOR FIVE YEARS FOR DEDICATED LIBRARY FUNDING WITH THE SUCCESSFUL PASSAGE OF THE FOLLOWING QUESTION:**

*Shall the City of Troy renew its previously authorized millage of 0.7 mills against all taxable property for a five (5) year period of time, 2016 through 2021, inclusive, for the dedicated purpose of operating and maintaining the library? 0.7 mills are equal to \$0.70 on each \$1,000.00 of taxable value. If approved, the additional millage levied will raise approximately \$3,203,233 in 2016, the first year it is levied. Millage revenue would be disbursed to the City for library purposes. Of this amount, state law requires the capture of approximately \$5,042 for Local Development Finance Authority, \$52,808 for Downtown Development Authority, and \$3,197 for Brownfield Redevelopment Authority purposes. This proposal is authorized under Section 6 of Article IX of the Michigan Constitution.*

Yes \_\_\_\_\_ No \_\_\_\_\_



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

The statute also requires ballot proposals authorizing a millage rate to state all of the following:

- a) The millage rate to be authorized.
- b) The estimated amount of revenue that will be collected in the first year that the millage is authorized and levied.
- c) The duration of the millage in years.
- d) A clear statement of the purpose for the millage.
- e) A clear statement indicating whether the proposed millage is a renewal of a previously authorized millage or the authorization of a new additional millage.

### *Millage Rate*

The current library millage does not cover the full cost of operating and maintain the library so the millage rate must increase to prevent future service reductions. Both the focus groups and the survey revealed strong community support for a new dedicated library millage of 0.9, 1.0, and 1.1 mill. More details about these options will be presented during the July 27 regular City Council meeting. In any event, City Council may levy less than the maximum approved by voters and the rate will be rolled back in the future when property values increase faster than inflation.

### *Millage Duration*

Data collected by the Library of Michigan (Michigan Public Library Millage Results 2010 to November 2019) shows voters in 16 Oakland County communities approved dedicated library operating millage proposals between 2012 and 2018. One was approved in perpetuity and only one other community besides Troy approved a millage for five years. The rest ranged in duration from six to ten years with an average duration of 8.7 years. The focus groups revealed strong community support for a longer millage duration of eight or ten years. Many focus group participants believe the five-year duration has caused unintended voter fatigue because of the need to frequently renew the millage.



**A. CALL TO ORDER:**

A Regular Meeting of the Troy City Council was held electronically on Monday, July 13, 2020. Mayor Baker called the meeting to order at 7:30 PM.

**B. ROLL CALL:**

Mayor Ethan Baker  
 Edna Abraham  
 Theresa Brooks  
 Rebecca A. Chamberlain-Creangă  
 Ann Erickson Gault  
 Mayor Pro Tem David Hamilton  
 Ellen Hodorek

**C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:**

**C-1** SafeBuilt Scholarships – City Congratulates 2020 Youth Achievement Award Winners (*Presented by: Mayor Ethan Baker*)

**D. CARRYOVER ITEMS:**

**D-1** No Carryover Items

**E. PUBLIC HEARINGS:**

**E-1** No Public Hearings

**F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**

Suryarao Mudragada	Commented on the importance of rectangular buildings
David Zerafa	Requested that there be an alternative plan for dropping off recyclables while SOCRRA is closed
Terri McCormick	Commented on the need for enforcement of temporary sign rules
Vishvas Gadgil	Asked when the Troy Public Library building would reopen
Camilla Rice	Commented against the hate speech posted on the Elf Shelf Craft Show Facebook page
State Rep Padma Kuppa	Provided a legislative update

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

City Manager Mark Miller	Responded that during the early days of the stay-home order, ordinance enforcement was put in abeyance, but after a few weeks, the City began conducting some enforcement again. Currently, we have reallocated an
--------------------------	--

	inspector to the job of sign enforcement. He said this is a cyclical issue around elections.
Director of Public Works Kurt Bovensiepe	Responded that SOCRRA has a main goal to protect workers from COVID-19 without shutting down the transfer facility so they could continue to accept curbside refuse and recycling. He said SOCRRA has partnered with private companies to host events, including one in the City of Troy the last week of July, more details to come. He said that SOCRRA will begin operating by appointment.
Council Member Brooks	Responded that she thinks it's unfortunate that Ms Camilla has to deal with this, and that she feels marginalized; she said she doesn't think the City of Troy has jurisdiction in order to help with this issue, but hate speech has no place in Troy, and she hopes there will be a peaceful resolution.
Council Member Chamberlain-Creanga	Commented that civility and respect are so important, whether it involves property or other people. She said that she hears frustration from residents regarding SOCRRA not being fully open, and she's happy to hear about the event coming up, and she knows residents will be happy about it.
Mayor Baker	Commented that if someone doesn't have permission to place a sign on private property, don't place the sign. He said that if you own property, and someone has placed a sign without your permission, you can remove it, or notify the City Planning Dept, or use the MITroy app to report the illegal sign.

## H. POSTPONED ITEMS:

### H-1 No Postponed Items

## I. REGULAR BUSINESS:

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

#### a) Mayoral Appointments: None

#### b) City Council Appointments: None

### I-2 Board and Committee Nominations: a) Mayoral Nominations –Downtown Development Authority; b) City Council Nominations – None

#### a) Mayoral Nominations:

Resolution #2020-07-093

Moved by Baker

Seconded by Erickson Gault

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

**Downtown Development Authority**

Appointed by Mayor  
13 Regular Members  
4 Year Term

**Nominations to the Downtown Development Authority:**

**Unexpired Term Expiring:  
9/30/2020**

**Cheryl Bush**

Term currently held by: Vacancy – Rebecca Chamberlain-  
Creangă resigned 2/26/2020

Yes: All-7  
No: None

**MOTION CARRIED**

**b) City Council Nominations: None**

---

**I-3 No Request for Closed Session**

---

**I-4 Budget Amendment and Bid Waiver – Breathing Air Compressor – Fire Department  
(Introduced by: Dave Roberts, Fire Chief)**

Resolution #2020-07-094  
Moved by Erickson Gault  
Seconded by Hamilton

RESOLVED, That Troy City Council in the best interest of the City **WAIVES** the bid process and **AWARDS** a contract to *Breathing Air Systems of Reynoldsburg, OH*, to purchase and install one (1) new Bauer air compressor and fill station at Fire Station #5 for an estimated total cost of \$29,990.60.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment to the Capital Projects Fund under the Fire Department for the 2021 Fiscal Year in the amount of \$30,000. Expenditures will be charged to 401.336.338.7978.010 – Fire Operations, General Equipment.

Yes: All-7  
No: None

**MOTION CARRIED**

---

**I-5 Request for Affirmation of Emergency Purchase of Verity Central Workstation  
(Introduced by: Aileen Dickson, City Clerk)**

Resolution #2020-07-095

Moved by Baker

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **AFFIRMS** the City Manager's authorization of the emergency purchase of one (1) Verity Central high-speed ballot tabulating workstation from *Hart Intercivic, Inc. of Austin, Texas* for a total of \$88,435, including a 5-year warranty. Funds are budgeted in the City Clerk – Elections – Capital account.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the purchase of the annual service maintenance for years six through ten for the Verity Central workstation in the estimated total of \$77,450, as detailed in the quote attached.

Yes: All-7

No: None

**MOTION CARRIED**

---

**I-6 Troy Communication Supervisors Association (TCSA) 2020 Wage Re-Opener  
(Introduced by: Jeanette Menig, Human Resources)**

Resolution #2020-07-096

Moved by Hamilton

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **RATIFIES** and **MODIFIES** the collective bargaining agreement between the City of Troy and Troy Communication Supervisors Association (TCSA) for the period July 1, 2016 through June 30, 2021, with annual base wage increase of 2.5% July 1, 2020.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to execute the agreement.

Yes: All-7

No: None

**MOTION CARRIED**

---

**I-7 Library Millage Community Engagement Plan (Introduced by: Cathleen Russ,  
Library Director and Robert J. Bruner, Assistant City Manager)**

Resolution #2020-07-097

Moved by Baker

Seconded by Hamilton

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting on the following date at 7:30 PM:

Monday, July 20, 2020

Library Funding

BE IT FURTHER RESOLVED, That Troy City Council **MAY RESCHEDULE** and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes: All-7

No: None

### **MOTION CARRIED**

### **J. CONSENT AGENDA:**

---

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

Resolution #2020-07-098-J-1a

Moved by Abraham

Seconded by Brooks

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

Yes: All-7

No: None

### **MOTION CARRIED**

---

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

---

#### **J-2 Approval of City Council Minutes**

Resolution #2020-07-098-J-2

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

- a) City Council Minutes-Draft – June 22, 2020

---

#### **J-3 Proposed City of Troy Proclamations: None Submitted**

---

#### **J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Michigan Municipal League**

Resolution #2020-07-098-J-4a

RESOLVED, That Troy City Council hereby **AUTHORIZES** payment for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2020 through April 30, 2021, in the amount of \$12,982.

**b) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – 2020 Street Tree Planting**

Resolution #2020-07-098-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide and install on as needed basis ball and burlap or container grown trees to the low bidder meeting specifications; *Marine City Nursery Company of Marine City, MI*, at the unit prices contained in the bid tabulation, opened June 25, 2020; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2021.

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

**c) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Parking Lot Maintenance Program – Transit Center**

Resolution #2020-07-098-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the asphalt resurfacing at the Transit Center to the low bidder meeting all bid specifications; *Hutch Paving Inc., of Warren, MI*, for an estimated total cost of \$107,394.30 with a 10% contingency for a total not to exceed amount of \$118,133.73; at the unit prices contained in the bid tabulation opened June 25, 2020, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

---

**J-5 Private Agreement – Contract for Installation of Municipal Improvements – Grace Corner Medical Office Building – Project No. 19.928.3**

Resolution #2020-07-098-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Grace Corner, LLC for the installation of Water Main, Sanitary Sewer, Storm Sewer, Underground Detention System, and Concrete Approaches, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:****K-1 Announcement of Public Hearings: None Submitted****K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted****L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:****M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:****N. COUNCIL REFERRALS:**

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

**N-1 No Council Referrals****O. COUNCIL COMMENTS:****O-1 Council Comments**

Council Member Chamberlain-Creanga	Discussed the need for civility, especially during election season. She said that the narratives from local leaders can be a source of empathy and civility, and will create an environment of belonging.
Council Member Brooks	Thanked Council Member Chamberlain-Creanga for her comments about civility. She said that with COVID-19 on the rise, it is affecting people of all ages. She encouraged everyone to wear masks, social distance, and wash hands in order to keep everyone safe.
Mayor Baker	Commented that civility is needed especially during election season. He said he tries to get along with everyone, and he wishes that everyone else did that. He said that we all have to continue to work against prejudice and racism. He commented on a recent virtual event that the Troy Chamber held where the speaker discussed bias, and how all humans have bias, but it's important to figure out ways to work with it. He said that the relationship and communication between the City and the Chamber is very important, especially for local businesses.

**P. REPORTS:****P-1 Minutes – Boards and Committees: None Submitted**

**P-2 Department Reports:**

- a) 2<sup>nd</sup> Quarter 2020 Litigation Report
  - b) Audit Engagement Letter
  - c) SOCRRA Drop-Off Center
  - d) Library Community Engagement Supplemental Information
- 

**P-3 Letters of Appreciation:**

- a) Letter of Appreciation from the Eureka Building Company Regarding Excellent Services from the Troy Engineering and Building Departments
  - b) Letter of Appreciation from John Eschrich Regarding Excellent Services from the Troy Engineering Department
- 

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

---

**Q. CLOSED SESSION**

---

**Q-1 No Closed Session****R. ADJOURNMENT:**

The Meeting **ADJOURNED** at 9:55 PM.

---

Mayor Ethan Baker

---

M. Aileen Dickson, MMC, MiPMC II  
City Clerk



**A. CALL TO ORDER:**

A Special Meeting of the Troy City Council was held electronically on Monday, July 20, 2020. Mayor Baker called the meeting to order at 7:30 PM.

**B. ROLL CALL:**

- (a) Mayor Ethan Baker
- Edna Abraham
- Theresa Brooks
- Rebecca Chamberlain-Creangă
- Ann Erickson Gault
- Mayor Pro Tem David Hamilton
- Ellen Hodorek

**C. PUBLIC COMMENT:**

Maneesh	Commented on enforcement of the Governor's Executive Order regarding wearing masks in public
County Commissioner Tom Kuhn	Provided an update regarding Oakland County's Small Business Grant Program. Applications are being accepted for 6 weeks beginning July 13. More information can be obtained from oakgov.com, on the COVID resource page.
Laura Van Almen	Commented on the need for an ordinance prohibiting parking on residential front lawns.

**D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:****D-1 Library Funding****E. OTHER BUSINESS:****F. ADJOURNMENT:**

The Meeting **ADJOURNED** at 9:47 PM.

---

Mayor Ethan Baker

---

M. Aileen Dickson, MMC, MiPMC II  
City Clerk



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04a

## CITY COUNCIL AGENDA ITEM

Date: July 20, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Lisa Burnham, Accounting Manager  
Frank A. Nastasi, Chief of Police  
Chris Culbreth, Police IT Manager  
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 4 – Cooperative Award MiDeal and Oakland County  
– Mobile Data Computers – Police Department

---

### History

The Police Department is responsible for the professional, progressive, and responsive police services in Troy Michigan. Within the Troy Police Department, the Research and Technology Section supports the electronic and technological logistics that the Police Department utilizes in pursuit of its mission statement. The Troy Police Department is updating the technology available in the police cars.

All marked Troy Police Cars contain a Mobile Data Computer (MDC). The MDC is the hub for all of the in-car technology that the Troy Police Department utilizes. These MDCs are over five years old and the MDC relies on back-end systems that exist in the Police Department data center to provide officers with a relevant, accurate, and reliable technological backbone in order to ensure officer safety and enhance job performance. Troy PD IT is looking to replace the MDC units within the cars, expand the back end storage, and update the auxiliary equipment that the officers use every day. This is the base unit for a Storage Area Network (SAN) system that will provide an additional 480TB of storage with the future potential and plan to add an additional unit as storage needs increase.

This purchase completes the multi-year MDC replacement capital project with the purchase of additional storage for the Troy Police Department back-end system. This storage is used to house official crime files, in-car videos, City of Troy street maps, the City of Troy Code and Charter, Police Department General Orders and Rules and Regulations, and many other pieces of information that the officers need and use on a daily basis. This system is needed largely to house the increasing amount of audio/video footage that the Police Department patrol cars generate on a daily basis. Additionally the new MDC units will allow officers to access crime data, runs, and mapping software more effectively and quickly.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing

- The 55 sets of MDCs will be purchased from Dell, using the same pricing extended to CLEMIS/Oakland County as detailed in the attached detailed quotes. The pricing is extended to the City as a CLEMIS agency.
- For the accessories and storage expansion *CDW Government, LLC of Vernon Hills, IL* is the awarded bidder in the State of Michigan MiDeal Extended Purchasing Program.
- The Contract ID number is (Bid #071B660010) and the contract pricing is valid thru July 31, 2026.

55 MDC + Mounting Brackets	Dell	Clemis	\$158,964.85
55 sets of accessory hardware	CDW-G	MiDeal	\$51,698.90
Storage Expansion	CDW-G	MiDeal	<u>\$88,987.11</u>
<b>Total</b>			<b>\$299,650.86</b>

### Financial

Funds are available in the Capital Projects Fund under the Police Department for the 2021 Fiscal Year. Expenditures will be charged to account number 401.301.12.315.7978.010.

### Recommendation

In the best interest of the City, City management recommends waiving the bid process and requests authorization to purchase 55 sets of MDCs and mounting brackets for the Police Department from *Dell of Round Rock, TX* as per the CLEMIS/Oakland County pricing in the amount of \$158,964.85. Also, City management requests authorization to purchase 55 sets of accessory hardware and storage expansion from *CDW Government, LLC of Vernon Hills, IL* as per the State of Michigan MiDeal Extended Purchasing Program Bid #071B6600110 in the amount of \$140,686.01 as detailed in the attached quotes for an estimated grand total amount of \$299,650.86.



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000063075151.1	Sales Rep	Megan Bolen
Total	\$158,964.85	Phone	(800) 456-3355, 5139776
Customer #	6611723	Email	Megan_Bolen@Dell.com
Quoted On	Jun. 12, 2020	Billing To	MR ACCOUNTS PAYABLE
Expires by	Jul. 31, 2020		CITY OF TROY
Deal ID	14451693		500 W BIG BEAVER RD
			TROY, MI 48084-5254

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Megan Bolen

### Additional Comments

This quote reflects the exact pricing and configuration of Oakland County CLEMIS, and as such will be supportable by the CLEMIS team.

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
MATTHEW HEASLEY CITY OF TROY 500 W BIG BEAVER RD TROY, MI 48084-5254 (248) 619-7279	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5424	\$2,284.04	55	\$125,622.20
Havis DS-DA-412 Laptop screen stiffener	\$49.79	55	\$2,738.45
Havis DS-DELL-412 - Docking station - VGA, HDMI - 10Mb LAN - 90-watt	\$556.44	55	\$30,604.20

---

<b>Subtotal:</b>	<b>\$158,964.85</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$158,964.85</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

<b>Total:</b>	<b>\$158,964.85</b>
---------------	---------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

MATTHEW HEASLEY  
CITY OF TROY  
500 W BIG BEAVER RD  
TROY, MI 48084-5254  
(248) 619-7279

### Shipping Method

Standard Delivery

		Qty	Subtotal
<b>Dell Latitude 5424</b>	<b>\$2,284.04</b>	<b>55</b>	<b>\$125,622.20</b>

Estimated delivery if purchased today:

Jul. 01, 2020

Contract # C000000181093

Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5424 Rugged, CTO	210-AQPY	-	55	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	379-BDHD	-	55	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	55	-
No AutoPilot	340-CKSZ	-	55	-
No Productivity Software	630-AAPK	-	55	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPVF	-	55	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	55	-
8GB, 2x4GB, 2666MHz DDR4 Non-ECC	370-AEVI	-	55	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	55	-
No Additional Hard Drive	401-AADF	-	55	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	55	-
Dell Top Case and Palmrest without Security	346-BEVG	-	55	-
Regulatory Label for Keyboard	389-DOPO	-	55	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	55	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE	-	55	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	55	-
WLAN Bracket	575-BBYW	-	55	-
Qualcomm Snapdragon X20 (DW5821e) ATT	556-BBZI	-	55	-
WWAN Bracket	575-BBYX	-	55	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	55	-
90 Watt AC Adapter	492-BCNQ	-	55	-
No Anti-Virus Software	650-AAAM	-	55	-
OS-Windows Media Not Included	620-AALW	-	55	-
E5 US Power Cord	537-BBBD	-	55	-
Setup and Features Guide	340-CHMZ	-	55	-
Factory Installed Rigid handle tied sku	540-BCIH	-	55	-
US Order	332-1286	-	55	-

2nd 3 Cell 51Whr ExpressCharge Capable Battery	451-BCHH	-	55	-
Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN	-	55	-
Regulatory Label included	389-BEYY	-	55	-
TPM Enabled	340-AJPV	-	55	-
System Driver, Dell Latitude 5424	640-BBRP	-	55	-
Dell Developed Recovery Environment	658-BCUV	-	55	-
Shuttle SHIP Material	328-BCXL	-	55	-
Directship Info Mod	340-CKTD	-	55	-
Intel(R) Core(TM) i7 Processor Label	389-BLST	-	55	-
No Option Included	340-ACQQ	-	55	-
CMS Software not included	632-BBBJ	-	55	-
No Resource DVD / USB	430-XXYG	-	55	-
No ENERGY STAR Qualified	387-BBCE	-	55	-
BTO Standard shipment Air	800-BBGF	-	55	-
No UPC Label	389-BDCE	-	55	-
No Additional IO Ports	590-TEYX	-	55	-
No Additional Hard Drive	401-AADF	-	55	-
Single Primary HD & ODD Brackets, 5424	590-TEYM	-	55	-
8X DVD+/-RW 9.5mm Optical Drive	429-ABHV	-	55	-
Dedicated u-blox NEO-MQN GPS Card	540-BCIG	-	55	-
No Camera or Microphone	319-BBGG	-	55	-
No PCMCIA Card or Express Card Reader	590-TEZB	-	55	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	808-6796	-	55	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	55	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	55	-
ProSupport Plus: Accidental Damage Service, 5 Years	808-6826	-	55	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	808-6827	-	55	-
ProSupport Plus: 7X24 Technical Support, 5 Years	808-6845	-	55	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	55	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	55	-

			<b>Qty</b>	<b>Subtotal</b>
<b>Havis DS-DA-412 Laptop screen stiffener</b>		<b>\$49.79</b>	<b>55</b>	<b>\$2,738.45</b>

Estimated delivery if purchased today:

Jun. 23, 2020

Contract # C000000181093

Customer Agreement # MHEC-07012015

<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Subtotal</b>
Havis DS-DA-412 Laptop screen stiffener	A8007999	-	55	-
			<b>Qty</b>	<b>Subtotal</b>
<b>Havis DS-DELL-412 - Docking station - VGA, HDMI - 10Mb LAN - 90-watt</b>		<b>\$556.44</b>	<b>55</b>	<b>\$30,604.20</b>

Estimated delivery if purchased today:

Jun. 23, 2020

Contract # C000000181093

Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
Havis DS-DELL-412 - Docking station - VGA, HDMI - 10Mb LAN - 90-watt	AA472902	-	55	-
				<hr/>
				<b>Subtotal:</b> \$158,964.85
				<b>Shipping:</b> \$0.00
				<b>Estimated Tax:</b> \$0.00
				<hr/>
				<b>Total:</b> \$158,964.85



## Important Notes

---

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

# QUOTE CONFIRMATION



DEAR CHRIS CULBRETH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMRB226	7/6/2020	BROTHER CLEMIS	3194628	\$51,698.90

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Brother RuggedJet RJ-4230BL - label printer - monochrome - direct thermal</u> Mfg. Part#: RJ4230BL UNSPSC: 43212108 Contract: Michigan Master Computing-MIDEAL (071B6600110)	55	5105680	\$578.00	\$31,790.00
<u>Brother USB cable - 10 ft</u> Mfg. Part#: LB3603 UNSPSC: 26121604 Contract: Michigan Master Computing-MIDEAL (071B6600110)	55	1907598	\$10.17	\$559.35
<u>Brother LB3692 Car Adapter</u> Mfg. Part#: LB3692 UNSPSC: 39121006 Contract: Michigan Master Computing-MIDEAL (071B6600110)	55	1912881	\$20.32	\$1,117.60
<u>Brother Active Docking/Mounting Station with Power &amp; USB Connectivity</u> Mfg. Part#: PA-CR-002A Contract: Michigan Master Computing-MIDEAL (071B6600110)	55	5901502	\$153.73	\$8,455.15
<u>BROTHER 3YR PREMIER SVC</u> Mfg. Part#: 207803-001 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MIDEAL (071B6600110)	55	4769302	\$128.49	\$7,066.95
<u>MagTek SureSwipe Reader USB HID Interface - magnetic card reader - USB</u> Mfg. Part#: 21040140 UNSPSC: 43211612 Contract: Michigan Master Computing-MIDEAL (071B6600110)	55	1279983	\$49.27	\$2,709.85

PURCHASER BILLING INFO	SUBTOTAL	\$51,698.90
<b>Billing Address:</b> CITY OF TROY ACCTS PAYABLE 500 W BIG BEAVER RD TROY, MI 48084-5285 <b>Phone:</b> (248) 524-3300 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$51,698.90
	Please remit payments to:	
DELIVER TO		

**Shipping Address:**

CITY OF TROY  
CHRIS CULBRETH  
500 W BIG BEAVER RD  
TROY, MI 48084-5285  
**Phone:** (248) 524-3300

**Shipping Method:** UPS Ground (1- 2 day)

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Need Assistance? CDW•G SALES CONTACT INFORMATION**

Jeff Jones

| (866) 668-9487

| jeffjon@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

# QUOTE CONFIRMATION



DEAR CHRIS CULBRETH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMTS786	7/9/2020	LMTS786	3194628	\$88,987.11

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Nexsan BT60X - hard drive array</u> Mfg. Part#: BT60XVR480Z/8 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	5835137	\$36,659.00	\$36,659.00
<u>NEXSAN STORAGE ENHANCED NBD SVC</u> Mfg. Part#: OSE-HDS-M Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	24	5835669	\$197.00	\$4,728.00
<u>Nexsan 3m Optical Cable with SFP+</u> Mfg. Part#: CTR-CKOPT-3M4 Contract: MARKET	1	3447803	\$185.00	\$185.00
<u>Nexsan BEAST BT60P 480TB 7200rpm Dual PERP Storage Platform</u> Mfg. Part#: BT60PF2G480Z/8 Contract: MARKET	1	5556246	\$42,687.11	\$42,687.11
<u>NEXSAN STORAGE ENHANCED NBD SVC</u> Mfg. Part#: OSE-HDS-M Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	24	5835669	\$197.00	\$4,728.00

PURCHASER BILLING INFO		SUBTOTAL	\$88,987.11
Billing Address: CITY OF TROY ACCTS PAYABLE 500 W BIG BEAVER RD TROY, MI 48084-5285 Phone: (248) 524-3300 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$88,987.11
		Please remit payments to:	
DELIVER TO			
Shipping Address: CITY OF TROY CHRIS CULBRETH 500 W BIG BEAVER RD TROY, MI 48084-5285 Phone: (248) 524-3300 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Jeff Jones

| (866) 668-9487

| jeffjon@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: July 14, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
William J. Huotari, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement from Thomas A. and  
Kristin M. Schuelke, Sidwell #88-20-23-376-036

---

### **History**

As part of the redevelopment of a residential parcel, the City of Troy received a permanent easement for sidewalks from Thomas A. Schuelke and Kristin M. Schuelke, owners of the property having Sidwell #88-20-23-376-036. The property is located in the southwest ¼ of Section 23, east of Rochester, north of Big Beaver, on Boyd Street.

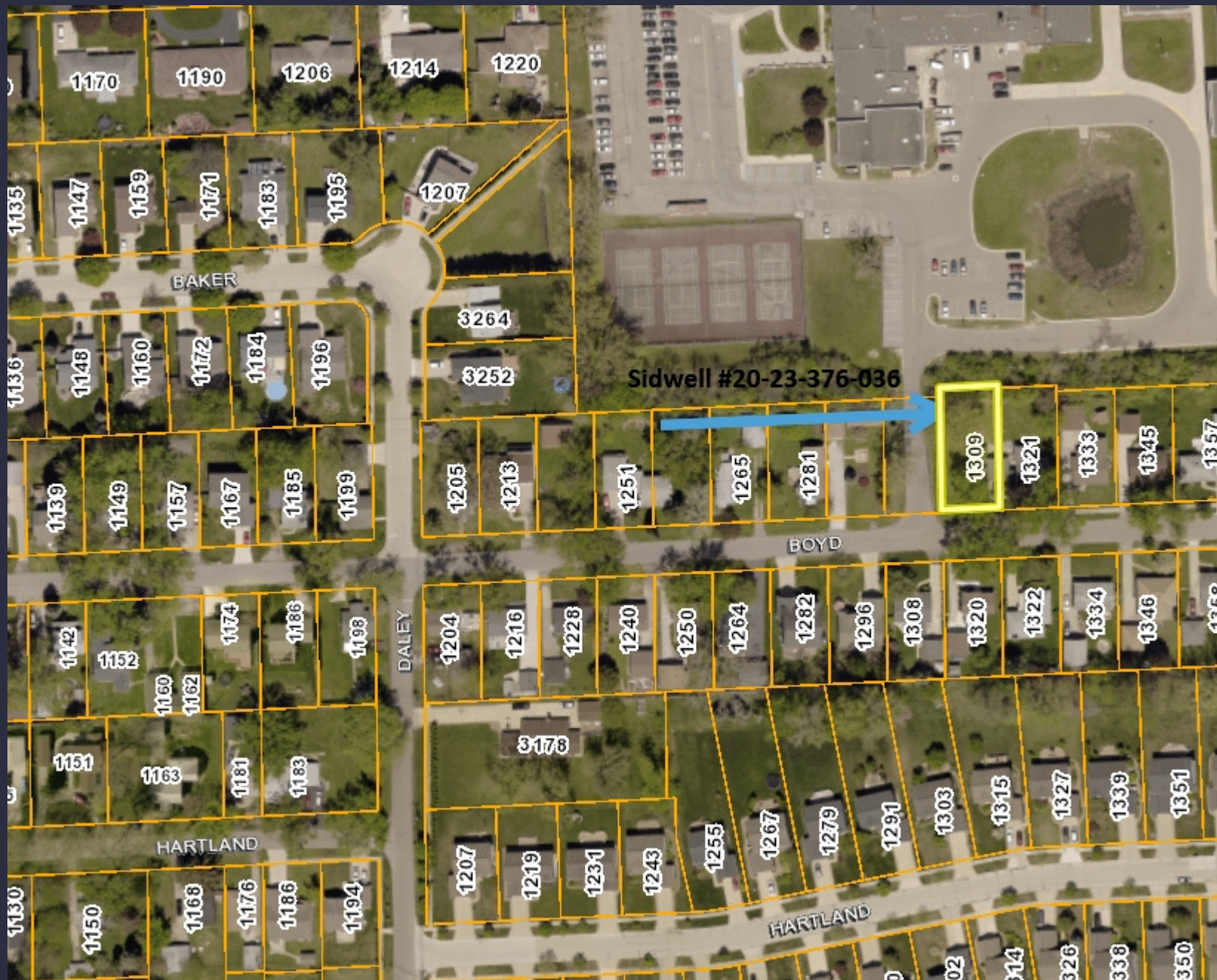
### **Financial**

The consideration amount on this document is \$1.00.

### **Recommendation**

City Management recommends that City Council accept the attached permanent easement consistent with our policy of accepting easements for development and improvement purposes.





Notes:

88-20-23-376-036  
Sidewalk Easement  
Schuelke, T & K



**PERMANENT EASEMENT  
FOR SIDEWALKS**

Sidwell #88-20-23-376-036 (part of)

**Thomas A. Schuelke and Kristin M. Schuelke**, husband and wife, Grantors, whose address is 2291 Chestnut, Ferndale, MI 48220 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI 48084, grant to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

THE SOUTH 5 FEET OF LOT 28, BEAVER RUN SUBDIVISION, AS RECORDED IN LIBER 46, PAGE 27 OF PLATS, OAKLAND COUNTY RECORDS, ALSO PART OF SOUTHWEST ¼ DESCRIBED AS BEGINNING AT NORTHWEST CORNER OF LOT 28 OF "BEAVER RUN SUBDIVISION", THENCE NORTHERLY 6 FEET ALONG EXT OF WESTERLY LINE OF LOT 28; THENCE EASTERLY 60 FEET PARALLEL TO NORTHERLY LINE OF BEAVER RUN SUBDIVISION; THENCE SOUTHERLY 6 FEET ALONG NORTHERLY EXT OF EASTERLY LINE OF LOT 28; THENCE WESTERLY 60 FEET ALONG NORTHERLY LINE OF SAID PLAT TO BEGINNING.

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signature(s)  
this 18th day of June, 2020.

 (L.S.)  
\*Thomas A. Schuelke

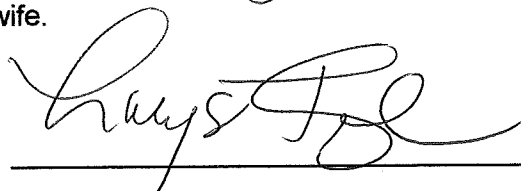
 (L.S.)  
\*Kristin M. Schuelke



STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 18th day of June, 2020, by  
Thomas A. Schuelke and Kristin M. Schuelke, husband and wife.

LARYSA FIGOL  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 03-02-2024  
Acting in the County of Oakland

  
\_\_\_\_\_\*

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysta Figol  
City of Troy  
500 West Big Beaver  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 West Big Beaver  
Troy, MI 48084



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: July 15, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
William J. Huotari, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Two Permanent Easements from Manish Mehta and Sonal Mehta, Sidwell #88-20-15-353-051

---

### **History**

As part of the development of a residential parcel, the City of Troy received two permanent easements for storm sewers and surface drainage, and sidewalks from Manish Mehta and Sonal Mehta, owners of the property having Sidwell #88-20-15-353-051. The property is located in the southwest ¼ of Section 15, east of Livernois, north of Wattles, on Leetonia Avenue.

### **Financial**

The consideration amount on each document is \$1.00.

### **Recommendation**

City Management recommends that City Council accept the attached permanent easements consistent with our policy of accepting easements for development and improvement purposes.



88-20-15-353-052  
Easements  
88 Leetonia



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



**PERMANENT EASEMENT  
FOR STORM SEWERS AND SURFACE DRAINAGE**

Sidwell #88-20-15-353-051 (pt of)  
Resolution #

**Manish Mehta and Sonal Mehta**, husband and wife, whose address is 88 Leetonia, Troy, MI 48085, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:


The East 12 feet of the South 72 feet of the West 86.00 feet of Lot 105 of "McCormick & Lawrence Little Farms", being Part of the Southwest ¼ of Section 15 and Part of the Southeast ¼ of Section 16, Town 2 North, Range 11 East, City of Troy, as recorded in Liber 20, Page 30, Oakland County, Michigan records. Containing 688 Square Feet or 0.016 Acres more or less.

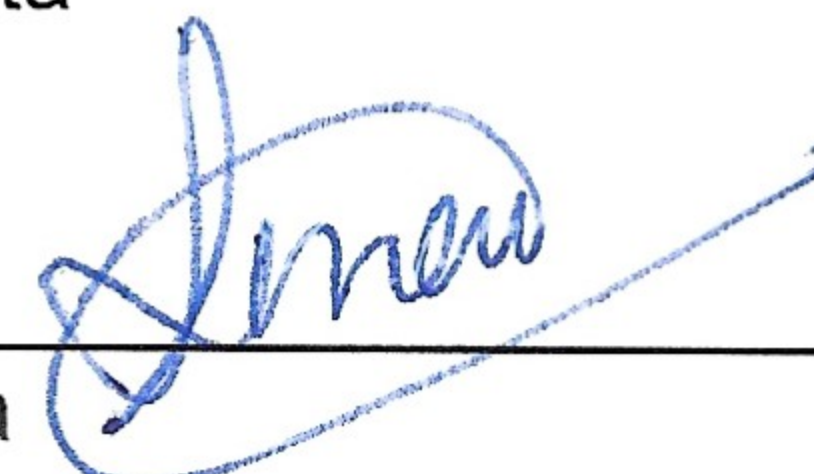
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)  
this 15 day of July A.D. 2020.

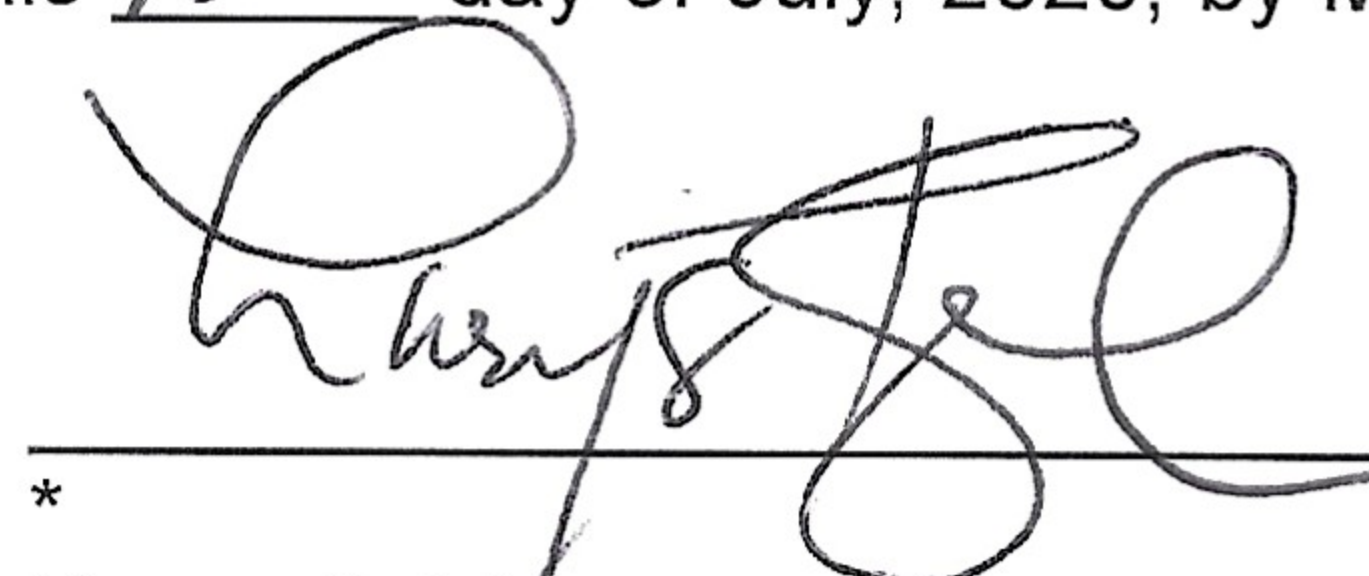
  
\_\_\_\_\_(L.S.)  
\*Manish Mehta

  
\_\_\_\_\_(L.S.)  
\*Sonal Mehta

STATE OF MICHIGAN       )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 15th day of July, 2020, by Manish Mehta and Sonal Mehta, husband and wife.

**LARYSA FIGOL**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 03-02-2024  
Acting in the County of Oakland

  
\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084



**PERMANENT EASEMENT  
FOR SIDEWALKS**

Sidwell #88-20-15-353-051 (pt of)  
Resolution #

**Manish Mehta and Sonal Mehta**, husband and wife, whose address is 88 Leetonia, Troy, MI 48085, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:


The North 8.00 feet of the West 86.00 feet of Lot 105 of "McCormick & Lawrence Little Farms", being Part of the Southwest ¼ of Section 15 and Part of the Southeast ¼ of Section 16, Town 2 North, Range 11 East, City of Troy, as recorded in Liber 20, Page 30, Oakland County, Michigan records. Containing 688 Square Feet or 0.016 Acres more or less.

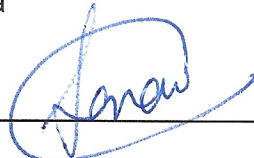
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)  
this 15 day of July A.D. 2020.

  
\_\_\_\_\_(L.S.)  
\*Manish Mehta

  
\_\_\_\_\_(L.S.)  
\*Sonal Mehta

STATE OF MICHIGAN       )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2020, by Manish Mehta and Sonal Mehta, husband and wife.

LARYSA FIGOL  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 03-02-2024  
Acting in the County of Oakland

  
\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-07

## CITY COUNCIL AGENDA ITEM

Date: July 9, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Frank A. Nastasi, Chief of Police  
Thomas Gordon, Police Captain  
Joshua Jones, Police Lieutenant

Subject: Sub-recipient Agreement between Oakland County and City of Troy for 2020 High Intensity Drug Trafficking Area (HIDTA) Grant.

---

### **History**

- The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws.
- The Troy Police Department provides a full-time investigator for participation in NET.
- Oakland County has entered into a Grant agreement with the Michigan HIDTA whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs.
- A resolution by the City Council exercising approval of the attached 2020 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement of qualifying overtime.

### **Financial**

There is no anticipated negative financial impact on the city

### **Recommendation**

City management recommends approval of the 2020 HIDTA Grant Sub-recipient Agreement between Oakland County and City of Troy.

### **Legal Review**

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

**PROGRAM YEAR 2020  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
SUBRECIPIENT AGREEMENT BETWEEN  
THE COUNTY OF OAKLAND AND CITY OF TROY  
Data Universal Numbering System (DUNS) #: 076356302**

---

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Troy, 500 W. Big Beaver Rd., Troy, MI 48084, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

**PURPOSE OF AGREEMENT.**

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$117,000.00 for program year (PY) 2020 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2020 begins January 1, 2020 and ends December 31, 2020.

If ONDCP grants N.E.T. an award for PY 2020, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

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

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2020 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.

- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2020.
- 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
- 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
- 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
- 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. **FEDERAL AWARD PROJECT DESCRIPTION.**

- 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
- 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
- 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
  - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
- 3.4. Period of Performance: January 1, 2020 through December 31, 2020.

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF TROY



- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

#### **4. USE OF HIDTA FUNDS.**

- 4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **\$4,875.00** for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.
- 4.2. The County will reimburse the Municipality up to **\$4,875.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
- 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
- 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

#### **5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.**

- 5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2020 has expired. If the County, in its sole discretion, determines that the

documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
- 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
- 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
- 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

## **6. GENERAL COMPLIANCE.**

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF TROY

- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

## **7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.**

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards (“GAAS”) if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

## **8. CONFLICT OF INTEREST.**

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF TROY

- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

## **9. MANDATORY DISCLOSURE.**

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

## **10. RECORD RETENTION.**

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

## **11. ACCESS TO RECORDS.**

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

## **12. TERM.**

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2020.

## **13. ASSURANCES.**

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

## **14. TERMINATION OF AGREEMENT.**

- 14.1. This Agreement may be terminated in whole or in part as follows:
  - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
  - 14.1.2. by the County for cause;

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF TROY

14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

## **15. CLOSEOUT.**

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

## **16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.**

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

## **17. REMEDIES FOR NONCOMPLIANCE.**

17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 17.1.3. wholly or partly suspend or terminate the Agreement;
- 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- 17.1.5. withhold further funds for the project or program;
- 17.1.6. take other remedies that may be legally available.

**18. NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

**19. DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

**20. PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

**21. RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

**22. DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

**23. NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

**24. SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

**25. CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

**26. NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Troy.

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

**27. CONTACT INFORMATION.**

<b><u>County of Oakland</u></b> Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: <a href="mailto:milesbr@oakgov.com">milesbr@oakgov.com</a>	<b><u>City of Troy</u></b> City of Troy Chief Frank Nastasi Chief of Police Troy Police Department FAX: 248-524-9023 Email: <a href="mailto:nastasifa@troymi.gov">nastasifa@troymi.gov</a>
---	--

**28. GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF TROY



**29. AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

**30. ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF,** David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

**IN WITNESS WHEREOF,** \_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:



## Michigan HIDTA

## Initiative Description and Budget Proposal

All Initiatives which seek HIDTA funding must complete this proposal and return to Michigan HIDTA via e-mail by the announced deadline. Completion of all sections of this proposal is required. The Office of National Drug Control Policy examines these submissions very closely. Your proposal must be clear, concise and complete. **A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

Program Year:  Initiative Title:

Submitter's Rank/Name:  Submitter's Telephone #:

Submitter's E-mail Address:

**SECTION 1: INITIATIVES**

Level of Activity - Check all that apply

☒ Local DTO Focus    ☐ Multi-State DTO Focus    ☐ International DTO Focus    ☐ Interdiction Focus

Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?

☒ YES    ☐ NO

**SECTION 2: PROFILE**Initiative Description

Enter Lead Agency:

Enter Location of Initiative (City):

Check All That Apply

- ☐ Initiative is Collocated with other HIDTA Initiatives
- ☒ Initiative is Staffed with Full-Time Federal and Full-Time State/Local Personnel
- ☐ Full-Time Members of Initiative are Collocated and Commingled with Federal and State/Local Personnel

## Initiative Description and Budget Proposal Instructions

Enter your initiative description and budget detail in the text box on the following page. The text box is not character limited, nor is it limited to the visible field on the page. It works best to compose the narrative in Word and copy into the text field on the following page. Please use narrative only to complete this section. The PMP software will not accept graphs, tables, charts, images, etc.

The narrative section is intended to describe the mission and proposed activities for your initiative (dismantling DTOs, meth labs, interdicting drugs/money, apprehending fugitives, etc.) and detail your initiative's funding request. This description should indicate when the initiative was first funded by HIDTA.

Your narrative must be clear, concise and complete. Do not include a long narrative detailing the history or accomplishments of your initiative. Please **limit** your initiative description to several short paragraphs.

The first paragraph should clearly **identify the threat** (drug problem, violent crime, money laundering) in your area. ONDCP expects detailed information regarding the threat in the **HIDTA county/counties which your initiative serves**. Describe the types of drugs being trafficked, the presence/activities of gangs and drug-related violent crime. Include information on DTOs and MLOs operating in your area. DO NOT use specific names/addresses for any organizations or provide any information which is law enforcement sensitive or classified. Referring to the Michigan HIDTA Annual Threat Assessment/Drug Market Analysis is essential when describing the threat in your region.

In the next paragraph **discuss your plan to attack the threat** in your region. Describe your initiative and detail your plan to address the specific threats/problems in your area and achieve your performance targets. If your initiative consists of multiple teams, explain how each team's activities attack the drug threat in your HIDTA county. Detail how you will work more efficiently and effectively by conducting intelligence-driven investigations and sharing information (leads).

The next paragraph(s) should **present your budget request**. Remember that HIDTA funding is added-value funding and cannot be used to supplant normal operating budget items. Each budget line item (overtime, equipment, supplies, vehicles, phones, services, etc.) must be detailed in narrative form, specifying the amount requested and how each line item amount will be utilized. It is important to relate why each line item is needed and how it fits into your plan to attack the threat in your region and attain your performance targets. Provide a clear, concise and complete explanation of all items in your budget request. The budget narrative will be reviewed by the Michigan HIDTA Steering Committee and Executive Board before being sent to ONDCP for review and approval.

ONDCP closely examines **vehicle expenditures**. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. Examples: "6 vehicles @ \$500/month x 12 months = \$36,000; Gasoline Expense, 6 officers @ \$200/month x 12 months = \$14,400 .

ONDCP also scrutinizes **overtime expenses**. Ensure these expenses line-up with eligible officers in your initiative. ONDCP caps overtime for individual officers at \$9,500 annually. The Michigan HIDTA limits the cap to \$6,500 per officer annually. Each initiative is required to maintain documentation/spreadsheet to ensure these limits are not exceeded. Example: 10 task force officers x \$3,000/annually = \$30,000 annual overtime.

**PLEASE NOTE: Equipment vs. Supplies** - There has been a change in how these items are categorized. All items purchased for **\$5,000 or more per item** are categorized as **Equipment**. All items purchased for **\$4,999 or less per item** are categorized as **Supplies**.

**Equipment expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 10 ballistic shields @ \$6,000 each = \$60,000.

**Supplies expenses** must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 12 laptop computers @ \$1,000 each = \$12,000.

**Service expenses** must also be detailed. Example: Monthly cell phone service for 12 officers @ \$100/monthly x 12 months = \$14,400.

The total of all items must match the total entered in the **"Total Dollar Amount Requested"** field at the top of the next page.

**A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.**

## Enter Initiative Description and Budget Proposal Detail Below

**Total Dollar Amount Requested:** \$140,000.00

The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional task force which is designed to integrate federal law enforcement agencies for the purpose of identifying, investigating, and prosecuting violators of state and federal narcotic laws. The task force NET was formed in 1971 and is currently directed by the Oakland County Sheriff's Office.

NET is now comprised of fourteen local police departments, and is partnered with the DEA, Oakland County Prosecutors Office and IRS. NET drives its mission by dividing its resources into four investigative teams. Three of the teams are considered street level crews that make undercover cases against street level dealers. These crews are loosely divided up by four quadrants of Oakland County. These teams make the majority of arrests and seizures of street level dealers throughout Oakland County. The fourth team is dedicated to interdiction style cases and street level heroin / fentanyl cases. NET also commits two full time officers to the DEA. It is NET's belief that the interchanging of task force officers results in a highly efficient exchange of intelligence and maximum efforts applied to DTO prosecutions.

Oakland County is a highly diversified county in that it has urban areas like the city of Pontiac and several cities that border the 8 Mile corridor. Pontiac has one of the highest crime rates in America when you compare it with other communities of similar size. Oakland County also consists of a high concentration of suburbs and rural northern areas. The population of Oakland County is about 1,200,000 with a very wide range of medium family incomes. Oakland County's drug threat appears to be a mirror image of the Michigan HIDTA's drug threat assessment. Heroin mixed with fentanyl are hitting the street at a very alarming rate and cocaine usage is on the rise at an alarming rate. Heroin and fentanyl are the leading cause of over dose related deaths. Cocaine and crack are still readily available anywhere throughout the County, although the street level price appears to be increasing. Marijuana appears to be the number one available drug throughout the County.

Oakland County borders the city of Detroit and is directly south of the city of Flint with I-75 being the major freeway connecting the three cities.

Large scale DTO's commute between these three cities on a regular basis not being restricted by borders or geographic locations. It is a common practice for drug traffickers to distribute narcotics using I-75, I-96 and I-94 as gateways to our communities. Oakland County appears to be made up of several local DTO's and criminal groups that distribute illegal drugs to users. These criminal groups are supplied by interstate and international DTO's.

The Oakland County NET task force is responding to these evolving drug trends by committing resources to a specialized street crew for heroin enforcement. NET investigators are also monitoring doctors and pain clinics selling directly to users. The Oakland County NET task force also has street crews that initiate investigations into low level and mid level Criminal Groups and DTOs. The investigators utilize informants to make hand to hand purchases from these organizations. This type of case is highly successful in prosecution. The investigators also use informants to conduct drug buys and to provide intelligence information that results in the identification, disruption, and dismantling of local DTO's and criminal groups. NET also has a Conspiracy Unit which primarily investigates mid level and upper level PTOs and DTOs. The Conspiracy Unit uses intelligence information from the street crews that identifies interstate and international DTO's. The Conspiracy Unit conducts surveillance of the DTOs and documents there patterns and interactions within the DTO and possible relationship with other DTOs. The Conspiracy Unit uses informants and other sources of information to execute search warrants, arrest warrants in order to disrupt or dismantle the organization. If the DTO is identified as a multi state or international organization then this intelligence is passed on to the DEA for investigation and federal prosecution. The NET unit assigns two investigators to two DEA groups. This

## Agency Positions

Summarize the staffing levels you confidently expect to be part of your initiative for the Program Year selected. The *HIDTA Funded* box should be marked Yes **ONLY** when HIDTA funding covers the salary/wages for the listed position.

[illegible]

**Predicting Expected Outputs:** When developing your expected outputs for the Program Year, please ensure you take into consideration your past 2-3 year performance averages. ONDCP frequently refers to these averages when evaluating future performance target numbers.

### **SECTION 3: DTOs**

DTO Expected Outputs:

Predict the number of DTOs and MLOs you expect to disrupt and/or dismantle during the Program Year. Your performance targets should be aggressive but reasonably attainable, considering expected staffing and funding. Remember that your initiative's performance is compared to how successfully it attained its predicted totals. Please note Initiative's performance is not compared to the performance of other initiatives. Include pertinent notes in the Notes/Additional Information box.

**DISRUPTED** Defined

**DISMANTLED** Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year:

5

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year:

0

Notes/Additional Information:

### **SECTION 4: CLANDESTINE LABS**

Predict the number of each of the following items which you expect to seize during the Program Year. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Lab Dump Sites Expected to be Seized

0

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized

0

Enter the Number of Children Expected to be Affected

0

Enter the Number of **Meth Labs** Expected to be Dismantled

0

Enter the Number of **Other Clan Labs** (Production/Conversion) Expected to be Dismantled

0

Notes/Additional Information:

## SECTION 5: ACTIVITIES

**Predict the number of each of the following items for the Program Year. Include pertinent notes in the Notes/Additional Information box.**

### New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year:

Notes/Additional Information:

### Case Support:

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year:

Refer to definition of Analytical Support (AS). Project only number of cases which will receive AS from an analyst embedded with your TF or the DSEMIIC/MIOC. Do not include cases which will receive AS from an analyst seated at the HIDTA. A case can be reported receiving AS only **ONCE IN A CALENDAR YEAR** but can be counted each calendar year it receives AS. Project the number of separate cases to receive AS in the year, not the number of times AS is received on all cases. ***Important: Remember to submit a completed survey with your quarterly report for each case receiving AS.***

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year:

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year:

Notes/Additional Information:

## SECTION 6: FUGITIVES

Predict the number of fugitives you expect to apprehend for the Program Year. A *Fugitive* is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc. An *Arrest* is defined as any apprehension made absent any type of court-issued pick-up order, primarily arrests made on probable cause. Initiative plans to make *Arrests* during the year are indicated by selecting *Arrests* from the *Other Outputs* pick list in Section 7.

Enter the Number of Fugitives Expected to be Arrested This Program Year:

Notes/Additional Information:

## **SECTION 7: OTHER OUTPUTS**

### **ENTRY OF MANDATORY OUTPUTS**

#### ***FORENSIC ENHANCEMENT - MSP TECHNICAL SUPPORT UNIT - REDRUM***

Continue to report Other Outputs contained in the pick list boxes below. Other Output information provided will be maintained internally at the HIDTA but will not be reported in PMP.

#### ***ALL OTHER HIDTA INITIATIVES***

Report **ONLY** the four Other Outputs **ARRESTS, CRIMINAL GROUPS, FIREARMS SEIZED** and **T-III WIRETAPS**. This information will be reported in PMP.

#### **FUGITIVES VS. ARRESTS**

Fugitives: Provide a projection of how many fugitives your task force will arrest for the year in *Section 6: Fugitives*.

**A fugitive is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc.**

Arrests: No projection of how many arrests your task force will make for the year is required. **An arrest is defined as any apprehension made absent any type of court-issued pick-up order; primarily arrests made on probable cause.** Indicate your task force's intentions to make arrests during the year by selecting/loading ARRESTS into one of the Other Output boxes below.

#### **Definition of Wiretap**

A wiretap is a form of electronic monitoring where a Federal or state court order authorizes law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Indicate your plan to utilize wiretaps by selecting T-III WIRETAPS in one Other Output box to the right.

#### **Reporting Wiretaps**

No projection regarding the number of wiretaps to be utilized is required. The actual number of wiretaps is reported each quarter on the Task Force Quarterly Report. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (number) unless the extension is spanning the calendar year being reported. Note: Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Select the Other Outputs your initiative plans to utilize in the pick list boxes below.

Other Output:

ARRESTS

Other Output:

CRIMINAL GROUPS

Other Output:

FIREARMS SEIZED

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:





## Michigan HIDTA

Request for HIDTA **Overtime** Reimbursement

**ONE FORM PER OFFICER**

### REGULAR OVERTIME

## Exhibit B

Michigan HIDTA  
Mary Szymanski - Financial Manager  
FAX: 248.356.6513  
mszymanski@mi.hidta.net

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

**REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW.** By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

**APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW:** By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
<b>OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.</b>						
<b>FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.</b>						
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
6					\$0.0000	
					<b>\$0.0000</b>	

ITEM #	PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

YOUR AGENCY LETTERHEAD

January 17, 2018

Director Craig Summers  
Michigan HIDTA  
28 W. Adams  
Suite 400  
Detroit, MI 48226

Dear Director Summers:

Please accept this correspondence as notification of the current pay rate for the listed **ADD YOUR AGENCY NAME** police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective **July 1, 2017**.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

## TIME SHEET

DATE	HOURS	OVERTIME	NET#
------	-------	----------	------

07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		

**APPROVED**

8/16/16

[REDACTED]

08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: \_\_\_\_\_

[REDACTED]


[REDACTED]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)  
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements. **Exhibit E**

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

Pay Period Ending On: 08/07/2016  
Check #:   
Check Date: 08/12/2016  
Primary Rate: 31.2962  
Withholding Rate: 00  
Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FIW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK PS 07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS_HBL VISION	9.13	104.73
IN_LIEU_MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
TOTALS:	80.00	7.00	2,947.69	49,931.76	TOTALS:	2,947.69	49,922.80

Net Pay This Period: 1,797.59

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK PS 07/01	96.00	0.00	0.00	0.00	96.00
SICK PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00

08/12/2016

1,797.59

\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*CHECK STUB REPRINT\*\*\*\*\*

A Meeting of the Civil Service Commission (Act 78) was held Thursday, January 9, 2020 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 7:32 AM.

**A. ROLL CALL:**

**PRESENT:** Chairman/President Donald E. McGinnis, Jr.  
Commissioner David Cannon  
Commissioner John Steele

**ALSO PRESENT:** Lori Grigg Bluhm, City Attorney  
M. Aileen Dickson, City Clerk  
Jeanette Menig, Human Resources Director  
Frank Nastasi, Police Chief  
Chris Stout, Police Lieutenant

**B. APPROVAL OF MINUTES:**

**1. Approval of Minutes of Thursday, November 14, 2019**

Resolution #CSC-2020-01-01

Moved by Cannon  
Seconded by Steele

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Thursday, November 14, 2019, meeting as presented.

Yes: All-3  
No: None

**MOTION CARRIED**

**C. PETITIONS AND COMMUNICATIONS: None**

**D. REPORTS: None**

**E. OLD BUSINESS: None**

**F. NEW BUSINESS:**

**1. Appointment of President/Chair**

Resolution #CSC-2020-01-02

Moved by Cannon

Seconded by Steele

WHEREAS, Section 38.502 of Act 78 of 1935 requires that the three members of the commission annually appoint one of their number to act as president for a term of one year;

THEREFORE BE IT RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **REAPPOINTS** Don McGinnis as President/Chair of the Civil Service Commission (Act 78) for a period of one year.

Yes: All-3

No: None

**MOTION CARRIED**

**2. Approval of Job Qualifications, Posting and Test Battery for Recruitment of Police Officer**

Resolution #CSC-2020-01-03

Moved by Cannon

Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Police Officer as **PRESENTED**.

Yes: All-3

No: None

**MOTION CARRIED**

**G. PUBLIC COMMENT: None**

**H. ADJOURNMENT:**

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 7:36 AM.

---

Donald E. McGinnis, Jr., Chairman

---

M. Aileen Dickson, City Clerk

A meeting of the Troy Election Commission was held January 30, 2020, at City Hall, 500 W. Big Beaver Road. City Clerk Dickson called the Meeting to order at 8:00 AM.

---

**Roll Call:**

PRESENT: David Anderson, M. Aileen Dickson, Harry Philo

---

**Approval of Minutes**

Resolution # EC-2020-01-001  
Motion by Philo  
Seconded by Anderson

RESOLVED, That the Election Commission Meeting Minutes of September 26, 2019, are **APPROVED** as submitted.

Yes: All-3  
No: None

**MOTION CARRIED**

---

**Approval of Election Inspector Assignments – March 10, 2020 Presidential Primary Election**

Resolution # EC-2020-01-002  
Motion by Anderson  
Seconded by Philo

RESOLVED, That Election Inspectors be **APPOINTED** for the March 10, 2020 Presidential Primary Election, as presented by the City Clerk.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **AUTHORIZED** to make emergency appointments as necessary.

Yes: All-3  
No: None

**MOTION CARRIED**

---

**Adjournment:**

The meeting was **ADJOURNED** at 8:15 AM.

---

M. Aileen Dickson, MMC, CMMC  
City Clerk

A Meeting of the Civil Service Commission (Act 78) was held Wednesday, July 1, 2020 electronically via GoToMeeting. Chairman/President McGinnis called the meeting to order at 7:30 AM.

**A. ROLL CALL:**

**PRESENT:** Chairman/President Donald E. McGinnis, Jr.  
Commissioner David Cannon  
Commissioner John Steele

**ALSO PRESENT:** Mark F. Miller, City Manager  
Lori Grigg Bluhm, City Attorney  
M. Aileen Dickson, City Clerk  
Jeanette Menig, Human Resources Director  
Frank Nastasi, Police Chief  
Chris Stout, Police Lieutenant

**1. Resolution to Waive Civil Service Commission Rules**

Resolution #2020-07-04  
Moved by Cannon  
Seconded by Steele

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **WAIVES** Civil Service Commission (Act 78) Article III, Section 3. Location of Meetings in order to allow the Commission to meet via GoToMeeting, and Article III, Section 4. Order of Business to allow additional resolutions to be added to the Agenda after Roll Call.

Yes: All-3  
No: None

**MOTION CARRIED**

**2. Resolution to Approve Participation in Electronic Meetings**

Resolution #2020-07-05  
Moved by Cannon  
Seconded by Steele

RESOLVED, That the Troy Civil Service Commission (Act 78), **IS AUTHORIZED TO MEET** via video conferencing, as allowed by the Governor's Executive Order 2020-129, allowing public bodies to conduct public meetings remotely during the ongoing COVID-19 pandemic, this order expiring July 31, 2020, and because of pressing business needs the Troy Civil Service Commission **APPROVES** meeting through the use of GoToMeeting, in accordance with the provisions of Executive Order 2020-129.



Yes: All-3  
No: None

**MOTION CARRIED**

**3. Resolution to Allow Electronic Receipt of Public Comment**

Resolution #2020-07-06  
Moved by Cannon  
Seconded by Steele

RESOLVED, After having advertised the electronic meeting and the methods for Public Comment on the City's website, and in the Public Notice, and as allowed by the Governor's Executive Order 2020-129, Public Comment **MAY BE** received by the Civil Service Commission via two methods. For the duration of the Governor's Executive Order 2020-129, expiring July 31, 2020, Public Comment can be submitted for the Civil Service Commission (Act 78) through email sent to: Aileen.Dickson@TroyMI.Gov, and timely emails will be administratively read at the Civil Service Commission meeting. Public Comment can also be submitted by calling and leaving a voicemail on the following phone number: 248-524-3331. Voicemails received prior to 7 am on the day of a Civil Service Commission meeting will be played at the meeting.

Yes: All-3  
No: None

**MOTION CARRIED**

**B. APPROVAL OF MINUTES:**

**1. Approval of Minutes of Thursday, January 9, 2020**

Resolution #CSC-2020-07-07  
Moved by McGinnis  
Seconded by Cannon

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Thursday, January 9, 2020, meeting as presented.

Yes: All-3  
No: None

**MOTION CARRIED**

**C. PETITIONS AND COMMUNICATIONS: None**

D. **REPORTS:** None

E. **OLD BUSINESS:** None

F. **NEW BUSINESS:**

1. **Resolution to Reappoint John Steele to the Civil Service Commission (Act 78)**

Resolution #CSC-2020-07-08

Moved by McGinnis

Seconded by Cannon

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **REAPPOINTS** John Steele to the Civil Service Commission (Act 78) for a term expiring on April 30, 2026.

Yes: All-3

No: None

**MOTION CARRIED**

2. **Approval of Job Qualifications, Posting and Test Battery for Recruitment of Police Sergeant**

Resolution #CSC-2020-07-09

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Police Sergeant as presented.

Yes: All-3

No: None

**MOTION CARRIED**

3. **Approval of Eligible List for Police Officer**

Resolution #CSC-2020-07-10

Moved by Cannon

Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the eligible list for Police Officer as presented.

Yes: All-3  
No: None

**MOTION CARRIED**

**G. PUBLIC COMMENT: None**

**H. ADJOURNMENT:**

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 7:41 AM.

---

Donald E. McGinnis, Jr., Chairman

---

M. Aileen Dickson, City Clerk

A meeting of the Troy Election Commission was held July 10, 2020, at City Hall, 500 W. Big Beaver Road. City Clerk Dickson called the Meeting to order at 10:00 AM.

---

**Roll Call:**

PRESENT: M. Aileen Dickson, Harry Philo, Ray Watts

---

**Resolution to Approve Participation in Electronic Meetings**

Resolution # EC-2020-07-003

Motion by Watts

Seconded by Philo

RESOLVED, That the Troy Election Commission, **IS AUTHORIZED TO MEET** via video conferencing, as allowed by the Governor's Executive Order 2020-129, allowing public bodies to conduct public meetings remotely during the ongoing COVID-19 pandemic, this order expiring July 31, 2020, and because of pressing business needs the Troy Election Commission **APPROVES** meeting through the use of GoToMeeting, in accordance with the provisions of Executive Order 2020-129.

Yes: All-3

No: None

**MOTION CARRIED**

---

**Resolution to Allow Electronic Receipt of Public Comment**

Resolution # EC-2020-07-004

Motion by Philo

Seconded by Watts

RESOLVED, After having advertised the electronic meeting and the methods for Public Comment on the City's website, and in the Public Notice, and as allowed by the Governor's Executive Order 2020-129, Public Comment **MAY BE** received by the Troy Election Commission via two methods. For the duration of the Governor's Executive Order 2020-129, expiring July 31, 2020, Public Comment can be submitted for the Troy Election Commission through email sent to: Aileen.Dickson@TroyMI.Gov, and timely emails will be administratively read at the Troy Election Commission meeting. Public Comment can also be submitted by calling and leaving a voicemail on the following phone number: 248-524-3331. Voicemails received prior to 9 am on the day of a Troy Election Commission meeting will be played at the meeting.

Yes: All-3

No: None

**MOTION CARRIED**

---

**Approval of Minutes: January 30, 2020**

Resolution # EC-2020-07-005

Motion by Dickson

Seconded by Philo

RESOLVED, That the Election Commission Meeting Minutes of January 30, 2020, are **APPROVED** as submitted.

Yes: All-3

No: None

**MOTION CARRIED**

---

**Authorization to Conduct Testing for the August 4, 2020 Primary Election**

Resolution # EC-2020-07-006

Motion by Watts

Seconded by Philo

RESOLVED, That the Election Commission hereby **AUTHORIZES** the City Clerk to conduct preliminary and public tests of the programming, equipment and ballots on behalf of the Election Commission for the August 4, 2020 Primary Election.

Yes: All-3

No: None

**MOTION CARRIED**

---

**Approval of Election Inspector Assignments – August 4, 2020 Primary Election**

Resolution # EC-2020-07-007

Motion by Watts

Seconded by Philo

RESOLVED, That Election Inspectors be **APPOINTED** for the August 4, 2020 Primary Election, as presented by the City Clerk.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **AUTHORIZED** to make emergency appointments as necessary.

Yes: All-3

No: None

**MOTION CARRIED**

---

**Adjournment:**

The meeting was **ADJOURNED** at 10:10 AM.

---

M. Aileen Dickson, MMC, CMMC  
City Clerk

A Meeting of the Civil Service Commission (Act 78) was held Tuesday, July 14, 2020 electronically via GoToMeeting. Chairman/President McGinnis called the meeting to order at 8:30 AM.

**A. ROLL CALL:**

**PRESENT:** Chairman/President Donald E. McGinnis, Jr.  
Commissioner David Cannon  
Commissioner John Steele

**ALSO PRESENT:** Mark F. Miller, City Manager  
Lori Grigg Bluhm, City Attorney  
M. Aileen Dickson, City Clerk  
Jeanette Menig, Human Resources Director  
Frank Nastasi, Police Chief  
Chris Stout, Police Lieutenant

**B. APPROVAL OF MINUTES:**

**1. Approval of Minutes of Wednesday, July 1, 2020**

Resolution #CSC-2020-07-11  
Moved by Cannon  
Seconded by Steele

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Wednesday, July 1, 2020, meeting as presented.

Yes: Cannon  
No: Steele

**MOTION CARRIED**

**C. PETITIONS AND COMMUNICATIONS: None**

**D. REPORTS: None**

**E. OLD BUSINESS: None**

**F. NEW BUSINESS:**

1. **Approval of Eligible List for Police Officer**

Resolution #CSC-2020-07-12

Moved by Cannon

Seconded by Steele

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the eligible list for Police Officer as corrected and presented.

Yes: All-3

No: None

**MOTION CARRIED**

G. **PUBLIC COMMENT:** None

H. **ADJOURNMENT:**

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 8:36 AM.

---

Donald E. McGinnis, Jr., Chairman

---

M. Aileen Dickson, City Clerk





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

P-02a

## CITY COUNCIL AGENDA ITEM

Date: July 21, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Robert Maleszyk, Chief Financial Officer  
M. Aileen Dickson, City Clerk

Subject: Verity Central High Speed Workstation – \$30,000 Matching Grant Funds

---

In May, 2020, the Michigan Bureau of Elections announced that they had leftover State of Michigan grant funds, and Federal CARES Act funding, that would be made available for local clerks to purchase additional high speed tabulators for absentee voter counting boards (AVCBs). The first-come-first-served funds would match up to \$30,000 toward the purchase of high speed scanner/tabulator and adjudication software.

On July 13, 2020, City Council affirmed the City Manager's authorization of an emergency purchase of a fifth Verity Central High Speed Workstation for the AVCB in order to handle the dramatic increase in absentee ballots this year due to COVID-19 and no-reason absentee voting. The total purchase price was \$88,435.

On June 10, 2020, the City Clerk submitted a request to the State for \$30,000 in matching funds toward the anticipated purchase of the Verity Central High Speed Workstation.

On July 16<sup>th</sup>, the Bureau of Elections notified the City Clerk that the City of Troy's request for \$30,000 in matching funds had been approved. The new Verity Central Workstation was delivered on Monday, July 20<sup>th</sup>. Once acceptance testing is complete during the week of July 20<sup>th</sup>, Hart Intercivic, Inc. will issue a new invoice for the City's portion of the cost of the Verity Central.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

P-02b

## CITY COUNCIL AGENDA ITEM

Date: July 22, 2020

To: Mayor and Members of the Troy City Council

From: Mark F. Miller, City Manager  
Lori Grigg Bluhm, City Attorney  
Frank Nastasi, Police Chief

Subject: Enforcement of Governor's Executive Orders

---

The City of Troy Police Department has received complaints that there are gyms and fitness centers in the City that are operating in violation of Governor Whitmer's Executive Order 2020-110, which states, unequivocally, that *"...the following places are closed to ingress, egress, use, and occupancy by members of the public: (b) Indoor gymnasiums, fitness centers, recreation centers, sports facilities, exercise facilities, exercise studios, and the like."*

Specifically, the Troy Police Department was notified that Power House Gym and the Troy Sports Center is open and allowing customers indoors. More recently, the Troy Police Department was notified that Everest Tae Kwondo and Dojo Zen Bei Martial Arts are also open in violation of the Executive Order. Immediately upon receipt of the complaints, the Troy Police Department visited each business, and informed them of the mandates of the Governor's Executive Order, which requires them to remain closed. Although this process leads to compliance in most situations, unfortunately the Troy Sports Center and Power House Gym businesses are still open, in blatant disregard for the Governor's Executive Order, the creation of a public health concern with a potential for a wide spread COVID-19 outbreak in our community, the amount of City time and resources spent in trying to obtain compliance, and the increased risk to our first responders. There was a recent Detroit Free Press article, where the Manager for Power House Gym unapologetically stated that his primary concern was his own economic status.

Prior to the newspaper article, City Administration had already taken a number of steps designed to obtain compliance with the Governor's public health order. These include:

- Upon receipt of a complaint, and verification that a business is still open, Troy Police Officers immediately respond, and try to obtain compliance through education and communication. Additionally, the City Manager's Office also meets with and connects small businesses with any federal, state or county financial COVID-19 assistance to incentivize compliance.
- For those businesses that are deliberately non-compliant, Troy Police Officers notify the Michigan Attorney General's Office, the Oakland County Health Department, and the Oakland County Prosecutor's Office, and work cooperatively with these other governmental entities.
- A cease and desist order requiring immediate closure is given to the business. This order is signed by Troy Police Chief Frank Nastasi.
- If the business remains open, the Troy Police Department submits misdemeanor warrant requests to the Oakland County Prosecutor's Office for any business that is operating in



500 West Big Beaver  
Troy, MI 48084  
troymi.gov


## CITY COUNCIL AGENDA ITEM

violation of the Governor's Executive Order. As of today's date, there are two pending warrant requests- one for Power House Gym and one for the Troy Sports Center.

- The Oakland County Health Department may also be contacted to assist in obtaining compliance.

The City of Troy does not have the exclusive power to shut down non-compliant businesses. The Governor's Executive Order specifies that non-compliance is a criminal misdemeanor, punishable by up to 90 days in jail and/or fines of up to \$500. The authorization for the misdemeanor charge is under state statute (MCL 10.31 and MCL 30.403), and the Oakland County Prosecutor is vested with charging authority. There is no corresponding City ordinance that would allow citations to be prosecuted by the City Attorney's Office.

Non-compliant businesses should be aware that new criminal charges can be authorized for each day that there is a violation. Additionally, the Court would be apprised of the potential health risks for non-compliance, as well as the amount of City resources expended, and also any any unapologetic actions or statements.



# TROY PUBLIC LIBRARY

Focus Group  
July 2020

**Troy Public Library Millage**

**Focus Group Report**

*Friday, July 17, 2020*

## **I. Executive Summary of Focus Group Intent**

The City of Troy conducted three focus groups from July 14-16, 2020, consisting of interested Troy residents, as well as resident members of the City's Financial Ideas Team and the Global Troy Advisory Board; Boys & Girls Club of Troy Board of Directors; and the Troy Women's Association. The goal of the focus groups was to gauge Troy residents' reactions and thoughts regarding the upcoming Library millage election in November 2020.

Through the focus groups, City staff have gathered information to help the Troy City Council make educated decisions regarding the most appropriate millage rate and duration. We also learned valuable information about how to best engage the community on this issue ~~and more~~.

## **II. Background Information**

Assistant City Manager Robert Bruner facilitated a total of three focus group discussions on July 14 (8 participants); July 15 (11 participants); and July 16 (9 participants); for a total of 28 participants across the three groups. The focus group meetings were all conducted virtually, on video conferencing platform *Zoom*.

All participants volunteered of their own free will and were not provided any financial compensation or rewards for their participation in the focus groups. ~~Invitees from~~ Members of the City's Financial Ideas Team; the City's Global Troy Advisory Board; Boys & Girls Club of Troy Board of Directors; and the Troy Women's Association were initially invited via email from Troy Public Library Director Cathy Russ. We expected attendance of 12 per group; however, when we did not reach that level of participation, the invitation was extended to the general public via City of Troy, Troy Public Library, and Troy Parks and Recreation social media pages.

## **III. Participant Demographics**

28 total participants took part in the focus groups.

- 6 Male
- 22 Female

Millennial, Generation X, and Baby Boomer generations were represented across all 3 groups.

## IV. Key Findings

The majority of the focus group participants share the following beliefs:

- Not pleased with the Library's physical building's current state (aesthetically) and would like to see it renovated.
- Will pay more in their taxes to have the best library in metro Detroit. They want to keep up with the Joneses and uphold the Troy prestige.
- Would like to see a longer millage duration of 8-10 years, instead of 5 years.
- If the millage rate rises, they want to know where exactly their money is going. They want to know what changes are going to be made if their taxes increase.

## V. Focus Group Questions & Answers\*

*\*All data was gathered from notes taken from session observers. The percentages are intended to relay the general popularity of participants' and/or focus group moderators' statements across the three sessions. In no way should these figures be held accountable for absolute accuracy.*

### **SECTION 1: Programs & Services**

**Q1: Think about an ideal library. What words come to mind to describe that library?**

- Accessible/convenient (85%)
- Community resource/Creates a sense of community (78%)
- Presentable/Safe/Welcoming/Updated building (50%)
- Variety or multitude of services and programs (50%)
- Lots of meeting space (39%)
- Technology is up-to-date (32%)
- Current materials offered (14%)

**Q2: Now think about the Troy Public Library. What words come to mind to describe the Troy Public Library?**

- Inviting/welcoming/friendly/great staff (100%)
- Outdated/old building/not enough rooms (60%)
- Great programming and events; especially for Youth (53%)
- Not open on Fridays (21%)

**Q3: What are the most important things the Troy Public Library should do to be more like the ideal library?**

- Renovate/update the building (100%)
- Provide 7 days of service (71%)
- Be current/up-to-date with technology (61%)
- Market what they offer/do well (17%)

## **SECTION 2: Library Funding**

**Q4: What is your reaction to learning the average residential Troy taxpayer paid 33% less than the average for Class 5 and 6 Libraries in Oakland County?**

- You get what you pay for/Less is less (100%)
- Surprised/Shocked (39%)
- Disappointed (36%)
- Embarrassed (21%)
- Funding the library below average is competitive disadvantage (18%)
- Increasing taxes would have a low impact on the taxpayer, with such high reward for library users (14%)

**Q5: How would you feel about paying \$10 a month to maintain the Troy Public Library's current programs and service levels?**

- Majority of participants would pay \$10 a month to maintain the Troy Public Library's current programs and service level
- COVID job loss/inflation should be considered (11%)

**Q6: How would you feel about paying \$11 a month to increase hours from six days a week to seven and provide improved building maintenance?**

- Majority of participants would pay \$11 a month to increase hours from six days a week to seven and provide improved building maintenance
- Will pay whatever TPL needs/asks for (28%)
- Want to be educated on where the money will go (28%)
- Look for funding from other areas like City of Troy unassigned fund balance, before asking to increase (21%)
- In Focus Group 2: Participants were asked, "If given the choice between having the A) Building be renovated or B) 7 days of service, what would you choose?" 63% said they would like to see the building renovated first, while 0% said they would like to see 7 days of service first.



**Q7: How would you feel about paying \$12 a month to increase hours from six days a week to seven, renovate areas within the Library to better meet community needs, and reduce the Library's vulnerability to future service reductions when costs increase and/or revenues decrease?**

- Majority of participants would pay \$12 a month to increase hours from six days a week to seven, renovate areas within the Library to better meet community needs, and reduce the Library's vulnerability to future service reductions when costs increase and/or revenues decrease
- Would like to see resources/technology upgrade (29%)
- Would pay more if needed (11%)
- We want to know what is going to be renovated/where the money is going (3%)

**Q8: What are the best arguments in support of these library funding options (\$10, \$11, or \$12 a month)?**

- Future generations need a library to go to/library is part of the community (79%)
- Raises property value/we need to match the city's reputation (75%)
- People need the library now more than ever/we can reallocate personal finances to accommodate this tax raise (61%)
- Voters are experiencing millage fatigue/feel we didn't ask for enough last millage (43%)
- Don't want the library to close (32%)
- Patrons will see a huge difference in the building's appearance/infrastructure (18%)

**Q9: What are the best arguments in opposition to these library funding options?**

- Who needs a library anymore with the internet? (39%)
- The funding might already be there in the current budget somewhere (28%)
- Everyone is asking for money everywhere you go (21%)
- Loss of job/timing and effects of COVID (12%)
- Don't want my taxes raised (11%)

**Q10: How important is the millage duration to you when deciding to vote yes or no on a new dedicated library millage?**

- 20% are in favor of keeping a 5-year millage
- 39% said they would prefer an 8-year millage, over a 5-year millage
- 57% said they would prefer a 10-year millage, over a 5-year millage
- We don't want millage voting fatigue (78%)



**Q11: What would you need to know in order to support a new dedicated library millage?**

- I want to know exactly where my money is going to/what changes are going to be made (100%)
- How the library has performed historically/planned projects for the future (14%)
- Millage comparisons to other libraries with similar population numbers (7%)

**Q12: What would cause you to oppose a new dedicated library millage?**

- The library doesn't appeal to them/serve them (18%)
- If TPL closes, we can just go to another library (11%)
- Unemployment due to COVID (7%)
- Who needs a library in this age? (3%)
- Don't want taxes to raise (3%)

**SECTION 3: Communication**

**Q13: How do you currently receive most of your information about the City?**

- Email newsletters (71%)
- Print/Troy Today/Newspapers (64%)
- Social media (46%)
- Friends/Neighbors (25%)
- City Council meetings (18%)

**Q14: What would be a better way for the City to share information with you about financial and budget issues?**

- Direct mailings/postcards (46%)
- Troy Schools (7%)
- Social media (7%)

**Q15: Are there individual community members or organizations you consider key communicators or opinion leaders?**

- Troy Public Library Director, Cathy Russ (32%)
- Neighborhood Associations (18%)
- Teachers (14%)
- Local nonprofits (Friends of the TPL/Troy Historic Village) (7%)
- TPL's Teen Advisory Board (TAB) (7%)

**Q16: Any additional thoughts that you would like to share before we close?**

- Messaging/communication is key (42%)
- Young voices need to be heard (21%)
- This is a fun way to provide input/become more involved (11%)

**VI. Summary of Key Findings**

The majority of the focus group participants share the following beliefs:

- Not pleased with the Library's physical building's current state (aesthetically) and would like to see it renovated.
- Will pay more in their taxes to have the best library in metro Detroit. They want to keep up with the Joneses and uphold the Troy prestige.
- Would like to see a longer millage duration of 8-10 years, instead of 5 years.
- If the millage rate rises, they want to know where exactly their money is going. They want to know what changes are going to be made if their taxes increase.



P-04

## OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD

### ELECTIONS DIVISION

LISA BROWN  
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA  
DIRECTOR OF ELECTIONS

July 15, 2020

Clerk Aileen Dickson  
500 W Big Beaver Rd.  
Troy, MI 48084-5285

Dear Clerk Aileen Dickson:

As requested by the Oakland County Board of Commissioners, enclosed is a certified copy of Miscellaneous Resolution #20172 Board of Commissioners – Encourage Oakland County Voters to Vote by Mail in 2020 August Primary and November General Elections and Declare Support for Michigan Secretary of State Jocelyn Benson's Action to Mail Out Absentee Ballot Applications to All Michigan Registered Voters adopted on June 25, 2020.

If you have any questions, please contact the office at (248) 858-0563.

Sincerely,

Handwritten signature of Joseph J. Rozell.

Joseph J. Rozell, CERA  
Director of Elections  
County of Oakland

**ADMINISTRATIVE OFFICE**  
1200 N. TELEGRAPH RD., DEPT. 415  
PONTIAC, MICHIGAN 48341-0415  
(248) 858-0561  
CLERK@OAKGOV.COM

**ELECTIONS DIVISION**  
1200 N. TELEGRAPH RD., DEPT. 417  
PONTIAC, MICHIGAN 48341-0417  
(248) 858-0564  
ELECTIONS@OAKGOV.COM

**LEGAL & VITAL RECORDS**  
1200 N. TELEGRAPH RD., DEPT. 413  
PONTIAC, MICHIGAN 48341-0413  
(248) 858-0561  
CLERKLEGAL@OAKGOV.COM

**REGISTER OF DEEDS**  
1200 N. TELEGRAPH RD., DEPT. 480  
PONTIAC, MICHIGAN 48341-0480  
(248) 858-0605  
DEEDS@OAKGOV.COM

**REPORT (MISC. #20172)**

June 25, 2020

BY: Commissioner David T. Woodward, Chairperson, Pandemic Response and Economic Recovery Committee

**IN RE: MR #20172 - BOARD OF COMMISSIONERS – ENCOURAGE OAKLAND COUNTY VOTERS TO VOTE BY MAIL IN 2020 AUGUST PRIMARY AND NOVEMBER GENERAL ELECTIONS AND DECLARE SUPPORT FOR MICHIGAN SECRETARY OF STATE JOCELYN BENSON'S ACTION TO MAIL OUT ABSENTEE BALLOT APPLICATIONS TO ALL MICHIGAN REGISTERED VOTERS**

To the Oakland County Board of Commissioners

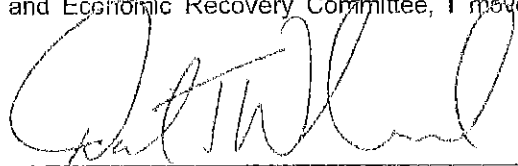
Chairperson, Ladies and Gentlemen:

The Pandemic Response and Economic Recovery Committee, having reviewed the above-referenced resolution on June 22, 2020, reports to recommend adoption of the resolution with the following amendment(s):

Remove the 3rd WHEREAS paragraph, as follows:

~~WHEREAS Oakland County has the highest number of cases of any county in Michigan; and~~

Chairperson, on behalf of the Pandemic Response and Economic Recovery Committee, I move the acceptance of the foregoing report.



Commissioner David T. Woodward, District #19  
Chairperson, Pandemic Response and  
Economic Recovery Committee

**PANDEMIC RESPONSE AND ECONOMIC RECOVERY COMMITTEE VOTE:**

Motion carried on a roll call vote with Spisz, Taub and Kuhn voting no and Miller absent.

**MISCELLANEOUS RESOLUTION #20172**

BY: Commissioner Marcia Gershenson, District #13

**IN RE: BOARD OF COMMISSIONERS – ENCOURAGE OAKLAND COUNTY VOTERS TO VOTE BY MAIL IN 2020 AUGUST PRIMARY AND NOVEMBER GENERAL ELECTIONS AND DECLARE SUPPORT FOR MICHIGAN SECRETARY OF STATE JOCELYN BENSON'S ACTION TO MAIL OUT ABSENTEE BALLOT APPLICATIONS TO ALL MICHIGAN REGISTERED VOTERS**

To the Oakland County Board of Commissioners

Ladies and Gentlemen:

WHEREAS the nation and Oakland County is in the midst of a pandemic caused by a novel coronavirus known as COVID-19; and

WHEREAS the United States is the country with the most recorded cases of COVID-19; and

WHEREAS Oakland County has the highest number of cases of any county in Michigan; and

WHEREAS the Centers for Disease Control and Prevention (CDC), in response to the COVID-19 pandemic, proposed a number of recommendations in preparation for future elections including: encourage mail-in methods of voting if allowed in the jurisdiction and early voting; and

WHEREAS the COVID-19 pandemic requires all communities to take precautionary measures to protect voters, election poll workers and volunteers, while preserving democracy and making voting as easy and safe in upcoming elections; and

WHEREAS early voting, absentee voting and mail-in voting ballots have all increased in the last 20 years; and

WHEREAS as of now, five states use vote-by-mail as their primary way of voting: Oregon, Washington, Colorado, Utah and Hawaii; and

WHEREAS furthermore, those serving in the military rely on mail-in absentee voting for those deployed overseas; and

WHEREAS in 2018, one in four Americans who cast a ballot did so through the mail; and

WHEREAS Americans should not have to choose between their health and casting a ballot; and

WHEREAS in the May 2020 elections in Michigan, all voters were sent an absentee ballot application; and

WHEREAS the May 2020 election, saw record turnout which was nearly twice as big as any prior May election - 99% of all voters casted absentee ballots; and

WHEREAS on May 19, 2020, Michigan Secretary of State Jocelyn Benson, a Democrat, announced that the state will send an absentee application to each Michigan registered voter for the August Primary and November Elections in 2020; and

WHEREAS Benson explained that her decision was based on safety during the COVID-19 pandemic, for voters, clerks and volunteers; and

WHEREAS Republican Secretaries of State in Kentucky, West Virginia and Georgia have all turned to mail voting systems to keep residents safe; and

WHEREAS in Michigan, mailing absentee ballot applications ensures that no Michigander must choose between their health and their right to vote; and

WHEREAS because voters in Michigan approved Proposition 3 in 2018, with Oakland County voters approving it with 65%, every Michigander has the right to cast an absentee ballot; and

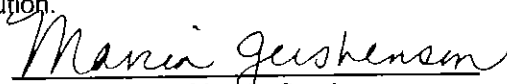
WHEREAS voting by mail is easy, convenient, safe, and secure; and

NOW THEREFORE BE IT REOLVED for public health and safety considerations in response to COVID-19 in upcoming elections in 2020, the Oakland County Board of Commissioners encourages voters to vote by mail.

BE IT FURTHER RESOLVED the Oakland County Board of Commissioners supports Michigan Secretary of State Joselyn Benson's action to mail applications for absentee ballots to all registered voters.

BE IT FURTHER RESOLVED the Oakland County Clerk is directed to forward a copy of this resolution to Governor Gretchen Whitmer, Secretary of State Jocelyn Benson, all local clerks in Oakland County, the State Senate Majority and Minority leaders, the State House Speaker and Minority leader, members of the Oakland County State Legislature delegation.

Chairperson, I move the adoption of the foregoing resolution.



Commissioner Marcia Gershenson  
District #13

Resolution #20172

May 28, 2020

The Chairperson referred the resolution to the Pandemic Response and Economic Recovery Committee.  
There were no objections.

Moved by Gershenson seconded by Jackson the resolution be adopted.

Discussion followed.

Moved by Gershenson seconded by Jackson the Pandemic Response and Economic Recovery Committee Report be accepted.

AYES: Miller, Nelson, Powell, Quarles, Spisz, Weipert, Woodward, Zack, Gershenson, Hoffman, Jackson, Kochenderfer, Kowall, Kuhn, Luebs, Markham, McGillivray. (17)  
NAYS: Taub, Gingell, Middleton. (3)

A sufficient majority having voted in favor, the report was accepted.

Discussion followed.

Moved by Taub seconded by Gingell the resolution be amended as follows:  
Amend the title as follow:

~~BOARD OF COMMISSIONERS – ENCOURAGE OAKLAND COUNTY VOTERS TO VOTE BY MAIL  
IN 2020 AUGUST PRIMARY AND NOVEMBER GENERAL ELECTIONS AND DECLARE SUPPORT  
FOR MICHIGAN SECRETARY OF STATE JOCELYN BENSON'S ACTION TO MAIL OUT  
ABSENTEE BALLOT APPLICATIONS TO ALL MICHIGAN REGISTERED VOTERS~~

Amend following language in the 13th WHEREAS as follow:

WHEREAS on May 19, 2020, Michigan Secretary of State Jocelyn Benson, ~~a Democrat~~, announced that the state will send an absentee application to each Michigan registered voter for the August Primary and November Elections in 2020; and

Amend following language in the 15<sup>th</sup> WHEREAS as follow:

WHEREAS ~~Republican~~ Secretaries of State in Kentucky, West Virginia and Georgia have all turned to mail voting systems to keep residents safe; and

Discussion followed.

Vote on amendment:

AYES Spisz, Taub, Weipert, Gingell, Hoffman, Kochenderfer, Kowall, Kuhn, Middleton. (9)  
NAYS: Nelson, Powell, Quarles, Woodward, Zack, Gershenson, Jackson, Luebs, Markham, McGillivray, Miller. (11)

A sufficient majority not having voted in favor, the amendment failed.

Moved by Gingell the resolution be amended as follows:  
Insert the following language after the 1<sup>st</sup> BE IT FURTHER RESOLVED

**BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners rescinds its previous action approving Voting Day as a County Holiday and providing the day off at the cost to the taxpayers now that all voters have received the opportunity to vote absentee with no reason and substitute Voting Day with Juneteenth as a County Holiday.**

Chairperson David Woodward ruled the amendment not germane to the resolution on the floor.

Moved by Gingell seconded by Kowall to overturn the ruling of the Chairperson.

Vote on motion to overturn the ruling:

AYES Spisz, Taub, Weipert, Gingell, Hoffman, Kochenderfer, Kowall, Kuhn, Middleton. (9)

NAYS: Powell, Quarles, Woodward, Zack, Gershenson, Jackson, Luebs, Markham, McGillivray, Miller, Nelson. (11)

A sufficient majority not having voted in favor, the motion to overturn the ruling of the Chairperson failed.

Discussion followed.

Moved by Taub seconded by Gingell the resolution be amended as follows:

Strike all political parties from the resolution.

Discussion followed.

Vote on amendment:

AYES: Spisz, Taub, Weipert, Gingell, Hoffman, Kochenderfer, Kowall, Kuhn, Middleton. (9)

NAYS: Quarles, Woodward, Zack, Gershenson, Jackson, Luebs, Markham, McGillivray, Miller, Nelson, Powell. (11)


A sufficient majority not having voted in favor, the amendment failed.

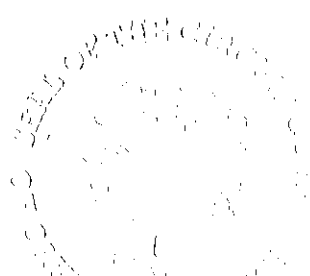
Vote on resolution, as presented:

AYES: Woodward, Zack, Gershenson, Jackson, Luebs, Markham, McGillivray, Miller, Nelson, Powell, Quarles. (11)

NAYS: Spisz, Taub, Gingell, Hoffman, Kochenderfer, Kowall, Kuhn, Middleton. (8)

A sufficient majority having voted in favor, the resolution, as presented, was adopted.

  
I HEREBY APPROVE THIS RESOLUTION  
CHIEF DEPUTY COUNTY EXECUTIVE  
ACTING PURSUANT TO MCL 45.559A (7)

  
STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on June 25, 2020, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan this 25<sup>th</sup> day of June, 2020.

  
Lisa Brown, Oakland County



**CITY MANAGER  
CITY OF TROY, OAKLAND COUNTY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084**

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
DTE GAS COMPANY  
CASE NO. U-20236**

- DTE Gas Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-20235) for the 12-month period April 2019-March 2020.
- The information below describes how a person may participate in this case.
- You may call or write DTE Gas Company One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Gas Company.
- A pre-hearing will be held:

**DATE/TIME:**      **Wednesday, August 19, 2020 at 9:30 AM**

**BEFORE:**        **Administrative Law Judge Dennis Mack**

**LOCATION:**       **Video/Teleconferencing**

**PARTICIPATION:**      Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing. Instructions regarding participation will be filed in the docket.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Gas Company's (DTE Gas) June 29, 2020 application requesting Commission approval of: 1) its Gas Cost Recovery (GCR) reconciliation the twelve-month period ending March 31, 2020; 2) DTE Gas's GCR customers' revenues of \$360.3 million inclusive of reservation charge revenues, its net recoverable costs of \$360.7 million inclusive of approximately \$13.0 million of prior year under-recovery, combined with \$1.3 million of interest resulting in a net over-recovery of \$0.9 million for GCR customers; and 3) DTE Gas's Gas Customer Choice (GCC) customers reservation charge revenues of \$6.2 million, GCC customers' \$6.7 million in reservation expense, the roll-in of approximately \$2.2 million of prior year over-recovery related to the GCC customers' 2018-2019 reconciliation, plus a minor amount of interest expense combine to result in a net GCC customer over-recovery of \$1.8 million.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 12, 2020. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Gas Company's attorney, Kelly M. Martorano, One Energy Plaza, Detroit, MI 48226.

The prehearing is currently scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing. However, the Commission will continue to evaluate whether the prehearing can be safely converted to an in-person hearing. Thus, all interested persons should monitor this docket prior to the prehearing for any potential changes to the format of the prehearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-20236. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Gas Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of DTE Gas Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-20236