MARCH 2017
(2-28-17)

8  Pension Board, 3:00 p.m., Admin Conference Room
8  Retiree Health Care, 3:00 p.m., Admin Conference Room
09  Zoning Board of Appeals, 7:00 p.m., Council Chamber  CANCELLED
13  City Council, 7:00 p.m., Council Chamber
14  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room
15  Beautification Advisory Commission, 6:00 p.m., Council Conference Room
15  Planning Commission, 7:00 p.m., Council Chamber
20  Downtown Development Authority, 5:30 p.m., Admin Conference Room
21  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room
23  Library Board, 7:00 p.m., Auburn Hills Public Library
27  City Council, 7:00 p.m., Council Chamber

◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
✓ Administrative Conference Room – 1827 N. Squirrel Road
♀ Public Safety Building – 1899 N. Squirrel Road
⊗ Community Center – 1827 N. Squirrel Road
● Department of Public Services (DPS) – 1500 Brown Road
🔗 Fieldstone Golf Course - 1984 Taylor Road
様々 Library - 3400 Seyburn Drive
💧 Downtown City Offices – 3395 Auburn Road, Suite A
✉ University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
APRIL 2017

10  City Council Workshop, 5:30 p.m., Admin Conference Room ❖
10  City Council, 7:00 p.m., Council Chamber ◆
11  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room ❖
12  Planning Commission, 7:00 p.m., Council Chamber-◆
13  Zoning Board of Appeals, 7:00 p.m., Council Chamber ◆
17  Downtown Development Authority, 5:30 p.m., Admin Conference Room ❖
18  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room ❖
19  Beautification Advisory Commission, 6:00 p.m., Council Conference Room ◆
24  City Council, 7:00 p.m., Council Chamber ◆
27  Library Board, 7:00 p.m., Auburn Hills Public Library 📚

◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
❖ Administrative Conference Room – 1827 N. Squirrel Road
⬤ Public Safety Building – 1899 N. Squirrel Road
❖ Community Center – 1827 N. Squirrel Road
● Department of Public Services (DPS) – 1500 Brown Road
ダウンタウンセンター - 3395 Auburn Road, Suite A
📜 Library - 3400 Seyburn Drive
自救ボランティア - 1500 Brown Road
Fieldstone Golf Course - 1984 Taylor Road
University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF MINUTES
   4a. Regular City Council Minutes – February 27, 2017
5. APPOINTMENTS AND PRESENTATIONS
6. PUBLIC COMMENT
7. CONSENT AGENDA
   All items listed are considered to be routine by the City council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
   7a. Board and Commission Minutes
      7a1. Minutes of Tax Increment Finance Authority of January 10, 2017
      7a2. Minutes of Downtown Development Authority meeting of February 20, 2017
      7a3. Minutes of Beautification Advisory Commission meeting of February 22, 2017
   7b. Motion - Approve the 2017 HIDTA sub-recipient agreement with Oakland County
   7c. Motion – Approve the 2017 Medical Marihuana sub-recipient agreement with Oakland County
8. OLD BUSINESS
9. NEW BUSINESS
   9a. Motion – Approve the 2017 Liquor License Renewals
10. COMMENTS AND MOTIONS FROM COUNCIL
11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
13. ADJOURNMENT

City Council meeting minutes are on file in the City Clerk’s Office. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 or the City Manager's Office at 248.370.9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.
CALL TO ORDER: Mayor McDaniel at 7:00 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326

Mayor McDaniel, Council Members Burmeister, Hammond, Kittle, Knight, Mitchell, and Verbeke
Absent: None
Also Present: City Manager Tanghe, Assistant City Manager Grice, Police Chief Olko, City Clerk Kowal, Community Development Director Cohen, Deputy Director of Public Works Herczeg, Finance Director/Treasurer Schulz, Recreation Director Marzolf, Seniors Admin. Asst. Leonard, Attorney Beckerleg, City Engineer Juidici.

13 Guests

4. APPROVAL OF MINUTES
4a. Regular City Council – February 13, 2017
Moved by Kittle; Seconded by Mitchell.
RESOLVED: To approve the February 13, 2017 City Council meeting minutes.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 17.02.026 Motion Carried (7 - 0)

5. APPOINTMENTS AND PRESENTATIONS
5a. Motion - Appointment of James Buster to Zoning Board of Appeals
James Buster explained that he is an attorney who practices commercial litigation, but his passion is in real estate law. He stated that he has been interested in the Zoning Board of Appeals since law school and it would be a pleasure and privilege to serve on the Board for the City.

Moved by Mitchell; Seconded by Verbeke.
RESOLVED: To confirm the appointment of James Buster to the Zoning Board of Appeals for a term ending December 31, 2018.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 17.02.027 Motion Carried (7 - 0)
6. PUBLIC COMMENT

7. CONSENT AGENDA

All items listed are considered to be routine by the City council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

7a. Board and Commission Minutes
Moved by Kittle; Seconded by Burmeister.
RESOLVED: To approve the Consent Agenda item 7a.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 17.02.028       Motion Carried (7 - 0)

8. OLD BUSINESS
8a. Public Hearing and Second Reading - Ordinance Amendment Alcohol in the Parks
8b. Public Hearing and Second Reading– Second Ordinance Amending Parks Alcohol

Mr. Grice explained that the proposed ordinance amendments would grant City Council the right to permit the sale and use of alcohol at certain City sanctioned events on City property. The change does not allow for the possession or use of alcohol in the parks on a regular basis.

Mr. Grice confirmed for Ms. Mitchell that adoption of the ordinances enables City Council to review future requests for alcohol to be included at certain City events. Staff would come before City Council on a particular event and ask for approval for that event.

Ms. Mitchell noted that the ordinance would not include the Community Center. She questioned if we would be looking to draft a policy for it. Mr. Grice explained that as the ordinance currently reads we could not make the change at the Community Center, because it is prohibited by ordinance. With this change, if Council decided that they wanted to make a change at the Community Center, this would open the doors so it could be done.

Mr. Tanghe clarified that this would allow for permission to grant a series of events, such as the Concerts in the Park series.

Ms. Mitchell stated that there are certain aspects of it the ordinance that she is more comfortable with. If we are going to approve a series of events, she requested that an evaluation be done midpoint in the series to decide if this is something that we want to continue. She stated that her comfort level is more around specific events such as Summerfest and having a licensed provider distribute the alcohol and not so much around individuals bringing their own beverages to the parks.

Mayor McDaniel commented that even if the ordinance were to be approved, Council would have the right to revoke a certain event as well.

Mr. Knight stated that he would not vote for a series of events. Mayor McDaniel noted that Council could re-evaluate the series half-way through to make sure there no issues and whether it makes sense to move forward. Mr. Tanghe assured the Council that if there were on-going problems, staff would pull the approval.
Ms. Hammond questioned if there would be more police presence at the concerts with this. Mr. Tanghe stated that the City is not planning to add any personnel for that purpose. If there were any issues, they would be reported accordingly and the police would respond accordingly. Chief Olko stated that it is not their intention to be present at the events, but are around the City and will respond to any call for assistance.

Mr. Knight expressed concern that there would be no one around that could do anything except call the police. Mayor McDaniel stated that there is always staff at these events who are able to enforce the rules if necessary. If it comes to a point where they can't handle it or the person becomes unruly, then the appropriate action is to contact the police.

Mayor McDaniel opened the Public Hearing at 7:17 PM. Hearing no public comment, the Mayor closed the Public Hearing at 7:17 PM.

Moved by Kittle; Seconded by Verbeke.
RESOLVED: To accept the Second Reading and Adoption of Ordinance 17-888 to Amend Chapter 50, Parks and Recreation of the Auburn Hills City Code.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 17.02.029 Motion Carried (7 - 0)

Moved by Verbeke; Seconded by Knight.
RESOLVED: To accept the Second Reading and Adoption of Ordinance 17-889 to Amend Chapter 10, Amusements and Entertainments of the Auburn Hills City Code.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 17.02.030 Motion Carried (7 - 0)

9. NEW BUSINESS

9a. Motion - Approve resolution to join the Michigan Cooperative Liquid Asset Security System (CLASS) Investment Pool

Ms. Schulz explained the motion to participate in the Michigan Cooperative Liquid Asset Security System Investment Pool. She explained that this will better utilize funds that typically sit in the non-interest bearing checking account that cover the reoccurring predictable operating expenses. She stated that if approved, staff plans to initially utilize this pool for routine operational expenses starting with payroll. If the pool proves to be easy to manage, we will refine our daily cash flow needs and may use it more robustly to continue to capture interest income currently not realized in the operating checking account. The vehicle is further supported by our investment consultants at AndCo Consulting. It has been reviewed for compliance with the City’s investment policy.

Mr. Knight questioned if CLASS will outperform the other places where we invest our money. Richard Garay, Marketing Director for Michigan CLASS, explained that because of the way the structure is in the banking industry, the banks are going to be slow to react to any type of increases and changes in the interest rate. He explained the difference in basis points and noted it fluctuates daily. Mr. Garay explained that they have close to $20 billion under management, of which $15 billion nationwide is in pools similarly organized as the MI CLASS pool. He pointed out that the Finance Director would have complete control of when it is used and there is no obligation to use it.

Ms. Hammond questioned the fees. Mr. Garay explained that the rate of return quote includes a management fee of 13 basis points. He stated that the management fee for operating the pool funds nationwide will never go higher than 13 basis points, however, management does reserve the right to abate
Moved by Hammond; Seconded by Knight.
RESOLVED: To adopt the attached resolution and agreement to join the Michigan Cooperative Liquid Asset Security System Investment Pool. (Attachment A)
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 17.02.031       Motion Carried (7 - 0)

9b. Motion – Approval of Site Plan and Tree Removal Permit / Pacific Drive Development
Mr. Cohen explained the request to construct a 50,000 square foot light industrial building located at the northeast corner of Pacific Rd and Taylor Rd. The project is estimated at $3.25 million. He stated that construction will not begin until the owner secures a tenant.

Ms. Hammond questioned how long approved site plans are held. Mr. Cohen confirmed they are held for one year. Jim Butler, PEA, stated that it is very likely that they will secure a tenant within the year.

Moved by Mitchell; Seconded by Burmeister.
RESOLVED: To accept the Planning Commission’s recommendation and approve the Site Plan and Tree Removal Permit for Pacific Drive Development, subject to the administrative review team’s conditions.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 17.02.032       Motion Carried (7 - 0)

9c. Motion – Approval of a text amendment to the Zoning Ordinance / Article IV, R-1A, R-1B, R-1C, R-1, R-2, R-3, and R-4 One Family Residential Districts
Mr. Cohen explained that the proposed text amendment to the zoning ordinance was drafted to implement the policy recommendations of the Northeast Corner Neighborhood Master Plan. He explained that the primary changes are to the R1A open space option to make the clustering of homes more economically feasible for developers. The new standards option will only apply to properties in the northeast corner neighborhood. Changes include allowing density to increase from 2.5 to 3 units per acre, reducing the required open space, using gross density when calculating the number of homes permitted, and eliminating the one acre private active park requirement for projects over ten acres. In addition, the option of building duplexes was added back into the ordinance to meet the market demand for this type of condominium living. A provision was also added to the one family residential districts to allow attached units via the PUD process.

Ms. Verbeke questioned how this will benefit the City. Mr. Cohen stated that this was presented to the residents. He explained that the developer will leave areas alone and will not destroy wetlands and trees if they are able to get the density they need and are able to cluster those lots in certain areas on the site. There was not enough density in areas in the existing option to make projects economically feasible. The City would like to have more residents in the community. More single family homes and this type of option would make that possible and increase the tax base. Ms. Verbeke stated that it is not our job to make
developers more profitable by changing our ordinances. She stated her opinion that the reason the residential area in the northern side of town are not developed is because it is in the Pontiac School District, not because of these issues.

Mr. Knight stated that he is reluctant to give up an acre on a ten acre site just to make it easier to be developed as we end up with less open space. The elimination of wetlands allows for developers to put a lot more on the land that is left. He stated that he is not convinced to support this.

Mr. Kittle noted that the wetlands is part of the storm water management and is the responsibility of the homeowner to maintain it. It is a huge economic burden to these individuals going forward as these things start to fail and will need to be maintained.

Mayor McDaniel stated that he is comfortable with this as he knows there has been significant community engagement when it comes to single family homes. He stated that he not so sure that the demographic that they are targeting is the younger families that are looking for the schools. The baby boomers are looking for places to go to downsize, but still want their own home. Mayor McDaniel stated that he is comfortable with this because he knows there was active citizen engagement throughout this whole process. It stems back to our age friendly communities for a lifetime initiative.

Ms. Verbeke commented that Pontiac school district is failing and it is possible the district may close. If that happens and there is a change in the school district boundaries in this area, these properties will become very desirable. We are selling ourselves short by doing this. It is not in the City’s best interest. We have the PUD process which would allow for open space and some of the changes.

Mr. Cohen clarified that throughout the northeast corner, you can only develop conventionally at two units per acre. If you cluster your homes and stay out of the woods and wetlands, you are able to increase to three, which makes it more attractive to do that as opposed to mowing everything down. When the Planning Commission talked to residents, they thought it made sense to make it more attractive for a developer to cluster the homes as opposed to creating a conventional track subdivision. The R1A is part of the PUD. Right now, if you were to develop a subdivision, you could only do two units per acre. But if you seek a PUD approval with the R1A option, you could go up to three.

Mr. Knight commented that item 3 refers to a one acre park designated for active recreational purposes. He stated that the language implies that it has to be an open ball field. If it were modified to say there is some type of active area for the residents, it could include a wooded area. He would like to keep the requirement, but not restrict it to open space.

Mr. Cohen clarified that in the existing ordinance, if you build a PUD over ten acres, you had to set aside one acre for an active park area. The Planning Commission thought that it made sense to have an extra acre of wooden area left alone and enjoyed as opposed to having an extra area of lawn. If the developer wants to provide an acre of active area, that is great, but we prefer that they preserve as much wooded area as possible, which is why it made sense to remove that provision.

Ms. Verbeke questioned if Squirrel Road can handle the increase in development. Mr. Juidici explained that a traffic study was done in 2009 in anticipation of developments along the corridor. The difference in what has been proposed here and the PUD changes, is not enough to significantly impact the amount of traffic generated by what development area remains. From a traffic standpoint, this change will not make much of a difference.

Moved by Mitchell; Seconded by Burmeister.

RESOLVED: To accept the Planning Commission’s recommendation and approve the enclosed Text
Amendment to Article IV. R-1A, R-1B, R-1C, R-1, R-2, R-3, and R-4 One Family Residential Districts of the Zoning Ordinance. The amended ordinance shall be referenced as Ordinance 17-885.

VOTE: Yes: Burmeister, Hammond, Kittle, McDaniel, Mitchell
No: Knight, Verbeke

Resolution No. 17.02.033  
Motion Carried (5 - 2)

9d. Motion – Approval of a text amendment to the Zoning Ordinance / Section 1836. Universal Design and Visitability

Mr. Cohen explained that the proposed amendment is to implement the policy recommendations of the age-friendly action plan. The ordinance encourages, but does not require, developers to incorporate universal design elements and features into their home designs. As an incentive, the City will offer expedited permitting and eligibility for PUD consideration. After reviewing the amendment with the Planning Commission, it was recommended that criteria be created to define the minimum standards that would create a universal design home. Five features were added to the ordinance as minimum standards; zero-step front door entryways, first floor master bedroom and bathroom with zero-step entry into the shower, 36 inch wide doorways and 42 inch wide hallways, 60 inch wide maneuvering radius in the kitchen and bathrooms, and first floor laundry room. At least 75% of the homes in the development must have these homes to qualify for PUD eligibility. The purpose of the ordinance is to raise awareness of the need for accessible home design and to let developers know that this is something important to the City.

Ms. Mitchell commented that this is a very appropriate thing to do. It is very inclusive and she is very much in support of this.

Mr. Kittle observed that the 36 inch doorway has to be looked at from an engineering standpoint with swing studies done, as it could be counter intuitive.

Moved by Kittle; Seconded by Verbeke.

RESOLVED: To accept the Planning Commission’s recommendation and approve the enclosed Text Amendment to add Section 1836. Universal Design and Visitability to the Zoning Ordinance. The amended ordinance shall be referenced as Ordinance 17-886.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None

Resolution No. 17.02.034  
Motion Carried (7 - 0)

9e. Motion – Approval of a text amendment to the Zoning Ordinance / Section 1830. Planned Unit Development Option

Mr. Cohen explained that the proposed ordinance amendment is to add universal design as a desired public benefit. It is also recommended that the PUD qualification items be added for financial contributions for public spaces and improvements, contribution of equipment or assets, green building certification, and electric vehicle readiness.

Moved by Burmeister; Seconded by Hammond.

RESOLVED: To accept the Planning Commission’s recommendation and approve the enclosed Text Amendment to Section 1830. Planned Unit Development Option of the Zoning Ordinance. The amended ordinance shall be referenced as Ordinance 17-887.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None

Resolution No. 17.02.035  
Motion Carried (7 - 0)
10. COMMENTS AND MOTIONS FROM COUNCIL

Ms. Hammond
- Commented on the amount of dust and dirt from the construction at Opdyke and Featherstone. She requested someone check it out. Mr. Cohen stated that staff will check it out in the morning.
- Had two coyotes in her yard at 5:00 PM the other night. They are back in the area so keep an eye on your pets and small children.

Mr. Burmeister
- Commented on the condition of Hamlin Road. Mr. Tanghe explained that Rochester Hills has applied for funding. Auburn Hills wrote a letter of support for funding of that road improvement.

Mr. Knight
- He and Mr. Burmeister attended the memorial for Dennis Dearing this morning. He was the third firefighter that was lost on duty for the City. The first was in 1945 in a motorcycle accident while responding to a fire. The second was in 1965 when a volunteer had a heart attack. It was a wonderful memorial gathering of fire and emergency from the area.
- Driving east bound on Auburn as you reach South Squirrel, there is angled parking. At night for older individuals, it is extremely difficult to realize that those parking spaces are not a right turn lane. They are not marked very well. He suggested a reflector be installed at the corner or paint the curb a bright white.
- He hosted his Cadillac Club at Fieldstone and used Crank caterer. They did an outstanding job. The food was excellent and the price was reasonable.
- Suggested the City give serious consideration to having one or two electric vehicles in its fleet as there would be cost savings and it uses alternate energy.

Ms. Verbeke
- Wished Mikey Gorak best wishes on her new adventure. She was an outstanding employee and we will definitely miss her here.
- Requested an update on the smell at the dump. Mr. Tanghe commented that Mr. Keenan has been working with the MDEQ. He stated that the City is on top of it and aware that there has been a more recent increase in the odor from the landfill. It has been of concern and there are reasons the MDEQ believes it is occurring and they are working with the landfill to take corrective action. He stated that he will send the information to Council.
- In regards to the 2016 Traffic Crash Report, the number two crash location was Lapeer and Harmon. Recently the area was changed. She questioned if it will still be considered an intersection next year for comparison purposes to see if it has improved. Chief Olko explained that it is still considered an intersection, but not the same kind of intersection.
- Announced that April 26th is the Steak and Burger Dinner at the Boys and Girls Club.

Ms. Mitchell
- Complimented to staff that the Council packet was done extremely well. It was very detailed and had a lot of background information.
- Attended the Pontiac Youth Assistance Annual Breakfast with Chief Olko and Lt. Gagnon. The organization expressed gratitude for all the support that we have provided to them in the past. They gave a very detailed report on what they have been doing with the funds. She stated that she does not often, from this forum, recommend organizations to donate to, but if people are looking for one, the organization has that option on their webpage.
- Echoed Ms. Verbeke’s comments about appreciation and best wishes for Mikey Gorak. She served our community for over two decades and did a wonderful job doing so.
- Acknowledged that the proclamation request from Sikh had been received. She may be reaching out to members of staff for assistance as they have contacts at the University to help her better understand this organization and see if she can make a recommendation about what we can do as Council. We strive for everyone to have a positive Auburn Hills experience.
• Received feedback from a resident that they could not obtain a printed copy of the budget without paying for it. She stated that it is something that we approved when we approved the budget. Everyone is not computer literate, savvy or has access to technology. When we move into our budget discussions in the future, she would like to have more consideration around that to see if it is something we may want to revise.

Mayor McDaniel
• This day in 1994, Auburn Hills lost a firefighter in the line of duty. Many were present today to pay tribute to him. He was not able to attend the memorial service today, but wanted the family to know that he was thinking of them today and that our community is forever grateful to Dennis Dearing and his family for his service. On behalf of the City Council our thoughts and prayers are with Dennis’ family. He thanked Chief Manning, City staff, and the neighboring departments on the exceptional memorial tribute.

11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
Mr. Tanghe
• Distributed a report to Council containing an overview of the first six months of dispatching service with Oakland County.
• In the morning he will be attending the Michigan Strategic Fund Board of Directors meeting in Lansing for a recruitment of a rather significant company to our community.
• Followed up on the new shopping plaza with Starbucks. He stated that there is no shortage of business or traffic finding its way in and out of that development. It is important to acknowledge it because there was a concern without a curb cut in front of that shopping center, it would be problematic. The area has an internal circulation pattern that seems to be working well.
• Acknowledged Mr. Knight as he did the most beautiful invocation at the memorial service this morning.

13. ADJOURNMENT
Hearing no objections, the meeting adjourned at 8:18 PM.

________________________________    _______________________________
Kevin R. McDaniel, Mayor               Terri Kowal, City Clerk
ATTACHMENT A

Authorizing Resolution

WHEREAS, certain governmental units described in Schedule 1 attached to this Resolution (the “Public Agencies”) desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto as Exhibit B (the “Participation Agreement”) for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, the City of Auburn Hills is a Public Agency under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments (the “Permitted Investments”); and

Whereas, Act 7 of the Public Acts of the Extra Session of 1967, as amended, (the Urban Cooperation Act of 1967) authorizes the City of Auburn Hills to contract in the form of an interlocal agreement to provide for the manner of investment of surplus funds or proceeds of grants, gifts, or bequests to the parties to the interlocal agreement under the control of a legal or administrative entity created by that interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

1. The City of Auburn Hills adopts the Participation Agreement substantially in the form of Exhibit B which is incorporated in the Resolution by reference thereto and agrees to join with other Public Agencies to become a Participant under the terms of the Participation Agreement and to accept additional Public Agencies as new Participants without subsequent action.

2. The City of Auburn Hills agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of the City of Auburn Hills.

3. The City of Auburn Hills acknowledges and confirms the representation, warranties and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under Participation Agreement, upon which they may respectively rely.

4. The City of Auburn Hills hereby authorizes Michelle Schulz (the “Authorized Officer”), to take the following actions with regard to the participation of the City of Auburn Hills in the Participation Agreement:
   a. Deliver a certified copy of this Resolution to Investment Advisor under the Participation Agreement.
   b. Execute and deliver all notices, directions and instruction required or permitted by the Participation Agreement from the City of Auburn Hills or Participant.
   c. Make contributions to the Investment Property as provided in the Participation Agreement and select all or part of the Surplus Funds (as defined in the Participation Agreement) to be contributed to the Investment Property.
d. Consent to an amendment to the Participation Agreement on behalf of the City of Auburn Hills, if such amendment is not materially adverse to the interest of the City of Auburn Hills, if necessary to conform to the Participation Agreement with law, or is a technical change necessary to facilitate the intent of the Participation Agreement.

5. The Participant understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.

6. All resolutions and parts of resolution in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN )
COUNTY OF OAKLAND)

I, the undersigned duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true representation of the resolution passed at the City Council meeting of February 27, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this _____ day of March, 2017.

______________________________________________
Terri Kowal, MMC
City Clerk
City of Auburn Hills
### Michigan CLASS Participants as of January 2017

<table>
<thead>
<tr>
<th>Other Cont.</th>
<th>Other Cont.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holland Public Schools</td>
<td>Milan Area Schools</td>
</tr>
<tr>
<td>Homer Community School District</td>
<td>Monroe County Road Commission</td>
</tr>
<tr>
<td>Howell Area Fire Authority</td>
<td>Monticello Center for Behavioral Health</td>
</tr>
<tr>
<td>Howell Public Schools</td>
<td>Monticello County Building Authority</td>
</tr>
<tr>
<td>Hudson Area Schools</td>
<td>Morenci Area Schools</td>
</tr>
<tr>
<td>Huron Valley Schools</td>
<td>New Haven Community Schools</td>
</tr>
<tr>
<td>Kentland Community College</td>
<td>Newaygo County RESA</td>
</tr>
<tr>
<td>Lake Orion Community Schools</td>
<td>null</td>
</tr>
<tr>
<td>Lakeshore Public Schools</td>
<td>Ontonagon Community Schools</td>
</tr>
<tr>
<td>Lakeway School District</td>
<td>Osseo Public Schools</td>
</tr>
<tr>
<td>Lansing Board of Water and Light</td>
<td>Owosso Public Schools</td>
</tr>
<tr>
<td>Lawton Community Schools</td>
<td>Pinckney Community Schools</td>
</tr>
<tr>
<td>Lenawee County Human Services Building Authority</td>
<td>Potterville Public Schools</td>
</tr>
<tr>
<td>Litchfield District Library</td>
<td>Redford Union Schools</td>
</tr>
<tr>
<td>Litchfield Fire Department</td>
<td>Romeo Community Schools</td>
</tr>
<tr>
<td>Livingston Educational Service Agency</td>
<td>Romulus Community Schools</td>
</tr>
<tr>
<td>Madison School District</td>
<td>Saugatuck Township Fire District</td>
</tr>
<tr>
<td>Maple Valley Schools</td>
<td>South Lyon Community Schools</td>
</tr>
<tr>
<td>Marshall Public Schools</td>
<td>St. Johns Public Schools</td>
</tr>
<tr>
<td>Mason Public Schools</td>
<td>Swartz Creek Community Schools</td>
</tr>
<tr>
<td>Mid Michigan Area Coordination Council</td>
<td>Tawas Police Authority</td>
</tr>
<tr>
<td>Midland County Building Authority</td>
<td>The Board of Newaygo County</td>
</tr>
</tbody>
</table>
This Participation Agreement dated as of October 1, 1991 (the "Participation Agreement") constitutes a limited agreement creating a legal entity pursuant to Section 5 of Act 7 of the Public Acts of the Extra Session of 1967, as amended (the "Urban Cooperation Act of 567"), entered into by and among the Michigan Public Agencies that have adopted an Authorizing Resolution substantially in the form of this Participation Agreement for the purpose of exercising jointly each participating Public Agency’s independent power to invest Surplus Funds.

WHEREAS, Section 28 of Article 7 of the Michigan Constitution of 1963 provides, among other things, that the Legislature of the State of Michigan shall "authorize two or more counties, townships, cities, school districts, or any combination thereof, to enter into contractual undertakings or agreements with one another, for the joint administration of any of the functions or powers which each would have the power to perform separately", and "to share the costs and responsibilities of such functions and services with one another"; and

WHEREAS, pursuant to the Urban Cooperation Act of 1967 a Public Agency is authorized to exercise jointly with any other public agency of the State any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, each Public Agency is permitted pursuant to the provisions of the Michigan Law to invest certain of its Surplus Funds in statutory permitted investments, and

WHEREAS, each Public Agency will realize a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficacy of such investment if the Surplus Funds are invested through one entity, the Corporation; and

WHEREAS, it will increase the efficiency of the investment if the recordkeeping and other administrative functions are performed by one entity, the Investment Advisor, and if the investment instructions of the Participants are transmitted through one entity, the Investment Advisor, to the Corporation; and

WHEREAS, the governing body of each Public Agency desiring to become a Participant has adopted an Authorizing Resolution in the form attached hereto as Exhibit B, authorizing the responsible officer of the Public Agency to invest Surplus Funds of the Public Agency pursuant to this Participation Agreement; and

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the Public Agency hereby adopts the following Participation Agreement and agrees to be bound by its terms:

**ATTACHMENT A – EXHIBIT B**

---

**TABLE OF CONTENTS**

1. **ARTICLE I. Definitions**
   - Board of Trustees
   - Other Words and Phrases
   - Surplus Funds

2. **ARTICLE II. Establishment**
   - Establishment
   - Name
   - Purpose
   - Location

3. **ARTICLE III. Participants**
   - Method of Participation
   - Exercise of Participant Rights
   - Election of the Board of Trustees
   - Voting
   - Process
   - Contributions
   - Withdrawals
   - Receipt of Statements and Reports, Requests

4. **ARTICLE IV. Board of Trustees**
   - Establishment of Board
   - Meetings
   - Appointments and Removals
   - Duties of the Investment Program
   - Term of Trustees
   - Power of Determination of the Board
   - Records
   - Quorum
   - Conduct of Meetings
   - Information Statement
   - Deposit of Funds
   - Further Powers

5. **ARTICLE V. Trustees**
   - Number and Qualification
   - Term of Office
   - Election of Trustees
   - Nomination of Trustees
   - Removal of Trustees
   - Vacancies
   - Meetings
   - Officers

---

**ARTICLE II. Investment Advisor**

1. Appointment
2. Duties and Obligations of the Investment Advisor
3. Investment Funds
4. Ignoring Investments
5. Governor
6. Third Party Beneficiaries

---

**ARTICLE VI. Corporation**

1. Appointment and Acceptance
2. הפז
3. הוראה
4. איס
5. עזר
6. גם

---

**ARTICLE VIII. Representations and Warranties**

1. Representations and Warranties of the Participant
2. Representations and Warranties of the Investment Advisor
3. Representations and Warranties of the Corporation

---

**ARTICLE IX. Covenants**

1. Business of the Corporation
2. Fraud in Representations and Warranties
3. Compliance with Law

---

**ARTICLE XI. Amendment and Termination**

1. Amendment
2. Termination
3. Power to Effect Termination

---

**ARTICLE XII. Limitation of Liability**

1. Liability to Third Parties
2. Liability of Trustees to Other
3. Indemnification
4. Reimbursement
5. Indemnification

---

**ARTICLE XIII. Miscellaneous**

1. Governing Law
2. Construction
3. Severability
"Investment" means any of the funds established by the Investment Advisor pursuant to Section 11.3 hereof.

"Investment Advisor" means any Person appointed, employed or contracted with by the Board to manage the Investment Property.

"Investment Advisor Agreement" means the agreement entered into between the Investment Advisor and the Board.

"Investment Advisor Liability" means any liability for the Investment Advisor under Section 11.1 for which indemnification is not provided by Section 13.3.

"Investment Authority Act" means Act No. 206 of 1943, as amended, being Sections 130.94 to 139.07a of the Michigan Compiled Laws, Act No. 531 of 1966, as amended, being Sections 309.301 to 309.305 of the Michigan Compiled Laws, Acts No. 26 of 1970 and 1971, as amended, being Sections 530.301 to 530.305 of the Michigan Compiled Laws, and any successor act thereto and any other act which authorizes the investment of Surplus Funds.

"Investment Criteria" means the objectives and standards for Permitted Investments set forth in Exhibit E.

"Investment Funds" means immediately available Surplus Funds delivered to each Participant to the Custodian for investment pursuant to this Participation Agreement but only if such Participant is authorized pursuant to the law of the State to invest such funds and if the Participant has taken all actions necessary pursuant to the laws of the State to authorize the delivery and investment of such funds.

"Investment Property" means any and all property, real or personal, tangible or intangible, which is transferred, conveyed or paid to an Account by any Participant pursuant to Section 3.6 hereof and all proceeds, income, profits and gains therefrom that have not been distributed to the Participant pursuant to Section 3.7 hereof, to discharge an Investment Property Liability or offset by losses and expenses.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Participation Agreement.

"Investment Property Value" means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to the Investment Advisor Agreement and the Valuation Procedures described in Exhibit E hereof.
"State" means the State of Michigan.

"Collective Funds" means money which belongs to or is under the control of the Public Agency and is available for investment in Permitted Investments, not being required by law or in agreement with bondholders to be segregated and invested in a specific manner.

"Trustee" means any member of the Board of Trustees created pursuant to Article IV.

"Valuation Procedure" means the procedures for determining the value of the Investment Property set forth in Exhibit B.

"Withdrawal Procedure" means the procedures for requesting payments out of the Investment Property set forth in Exhibit D.

"Zero Balance" means any Participant’s Balance that is less than or equal to $0.00.

ARTICLE II

ESTABLISHMENT

2.1. Establishment Purpose. Through the creation of the Board, the Participants hereby establish a separate legal and administrative entity organized and existing pursuant to the Act for the purpose of exercising jointly each participating Public Agency’s independent power to invest Surplus Funds.

2.2. Name. The name of the entity created by this Participation Agreement shall be “Michigan Community Shared Asset Retirement System” (“Michigan CLASS”) and the Board shall conduct the entity’s activities, exercise all documents and lease and shall be used under that name. The Board may use such other designations, including Michigan CLASS, and they may adopt such other name or names as they deem proper, and the entity may hold property and conduct its activities under such designations or names. The Board shall adopt such names or designations and determine the procedures for using the names or designations.

2.3. Participation Requirements. Changes of Ownership

(a) Only those Public Agencies that have adopted this Participation Agreement and have complied with its provisions may become Participants.

(b) Each Public Agency adopting and executing this Participation Agreement and otherwise complying with the provisions hereof shall become a Participant; however only those Participants carrying greater than a Zero Balance shall be entitled to vote, as described in Section 1.4.

2.4. Location. Michigan CLASS shall maintain an office of record in the State and may maintain such other offices or places of business as the Board may from time to time determine. The office of record may be changed from time to time by resolution of the Board, and notice of such change of the office of record shall be given to each Participant.

ARTICLE III

PARTICIPANTS

3.1. Method of Participation. Any Public Agency that wishes to become a party to this Participation Agreement shall do so by adopting an Authorizing Resolution, such as, for example, the Authorizing Resolution attached hereto as Exhibit D, and, upon adoption, delivering a certified copy of the Authorizing Resolution to the Investment Advisor. A copy of this Participation Agreement shall be delivered through incorporation by reference into the Authorizing Resolution of the Public Agency. The Investment Advisor shall provide written notification to the Custodian and other Participants of the admission of a new Participant. Any Public Agency that becomes a Participant shall have the same rights and obligations hereunder as any other Participant.

3.2. Duration of Participation. All rights of the Participants as set forth in this Participation Agreement shall be exercisable by their respective Authorized Officers. Whenever in this Participation Agreement action is required or allowed to a Participant, such action shall be taken by the Authorized Officer on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Authorized Officer.

3.3. Election of the Board of Trustees. The Participants shall elect the members of the Board.

3.4. Voting

(a) Subject to subsection (b) below, each Participant through its Authorized Officer shall be entitled to one vote as a matter of right with respect to the following matters:

(i) Election of the Board;

(ii) Amendment of the Participation Agreement;

(iii) Termination of the Participation Agreement; and

(iv) Reorganization of the Participation Agreement.

(b) Any Participant whose balance as of any Record Date remains a Participant but has no voting rights as of such Record Date. A Participant shall regain voting rights upon a subsequent Record Date on such subsequent Record Date, the Participant carries greater than a Zero Balance.

3.5. Proceeds. An Authorized Officer may, in its sole discretion, provide that no proxy shall be voted unless it shall have been placed on file with the Secretary of Michigan CLASS or with such other Officer of Michigan CLASS as the Secretary may direct. All proxies shall be revocable at the option of the Authorized Officer at any time prior to the vote.

3.6. Contributions

(a) After the Participation Agreement is effective and the Investment Advisor Agreement is entered into with the Investment Advisor, each Participant shall have the right from time to time to deliver Investment Funds to the Custodian for credit to such Participant’s Account. A Participant that wishes to make such a delivery shall notify the Investment Advisor and follow the Contribution Procedure set forth in Exhibit A. Upon the receipt of a notice from a Participant, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the amount and the amount to be invested in the Participant’s Account.

(b) The Balance of a Participant shall be increased upon the delivery of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) Upon receipt of a Participant’s Investment Funds, the Custodian shall deliver a confirmation to the Investment Advisor. The Investment Advisor shall note the increase in such Participant’s Balance, shall retain a copy of the confirmation in its records, and shall deliver the written confirmation of the delivery to the Participant.

(d) If the Investment Advisor has received notice that a Public Agency no longer qualifies as a Participant or that any funds delivered pursuant to Section 2.4 are not Investment Funds, the Investment Advisor shall request the Custodian to return to each Participant such funds, and such Participant shall bear all of the costs and liabilities associated with the delivery of such funds.

3.7. Withdrawals

(a) Each Participant shall have the right from time to time to request, in accordance with the Withdrawal Procedure set forth in Exhibit B, hereof, that the Investment Advisor notify the Custodian to return to the Participant the amount requested (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request.

(b) Upon the receipt of any withdrawal request, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the withdrawal request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to or on behalf of such Participant.

(c) Whenever any payment is made to, or on the order of, a Participant pursuant to Section 3.7(a) hereof, each Participant’s Balance shall be reduced by the Investment Advisor by the amount of such payment.

(d) Subject to the terms and conditions of this Participation Agreement, the Custodian shall honor a Participant’s request, upon notice from the Investment Advisor, to pay to a Participant, any amount (rounded to the nearest whole cent) that is less than or equal to such Participant’s Balance at the time payment is made.

(e) Each Participant agrees that, without prior notice, the rights to withdraws may be temporarily suspended or postponed for the whole or any part of any period (i) during which
(x) Any Participant may withdraw from this Participation Agreement at any time upon written notice to the Investment Advisor, who shall promptly notify the Custodian and the other Participants upon receipt of such notice of withdrawal. Upon its withdrawal from this Participation Agreement, a Participant shall cease to have any rights or obligations under this Participation Agreement except for any indemnification obligations set forth in Article XI acting or arising before the date of withdrawal. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant’s Balance as of the date of such notice be paid to such Participant. No withdrawal shall become effective until such Participant has a Zero Balance, and until such time, each Participant shall continue to possess all the rights, and be subject to all the obligations, arising from this Participation Agreement.

(x) Any Participant that no longer qualifies as a Public Agency, that breaches any material covenant contained in Article IX hereof or for which any of the representations contained in Article VIII hereof cease to be true shall be deemed to have given a notice of withdrawal pursuant to Section 5.4 hereof immediately upon such disqualification, breach or cessation, and shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Investment Advisor determines that such a disqualification, breach or cessation has occurred.

ARTICLE IV
BOARD OF TRUSTEES

4.1 Establishment of Board. The management of Investment Property shall be under the direction of the Board of Trustees, which is hereby created by this Participation Agreement as a separate entity.

4.2 General Powers. The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were, in every respect, the owner, in trust, of the Investment Property. The Board has the power, for the management of Investment Property and the Investment Advisor consistent with the terms of this Participation Agreement, to take any actions, exercise all rights, and make all decisions as may be necessary to carry out the purposes and objectives of this Participation Agreement as described in this Participation Agreement.

4.3 Investment and Management. The Investment Program. The Board shall have the power to subscribe for, buy, invest in, receive or otherwise acquire, hold, sell or dispose of any investments; of the Investment Property and all other assets of the Board. The Board shall have the power to make and issue investments in the Investment Property and all other assets of the Board. The Board has the power, for the management of Investment Property, to enter into any contracts, to engage in any activity or perform any act that the Board shall deem necessary or proper in carrying out the purposes and objectives of this Participation Agreement as described in this Participation Agreement.

4.4 Title to Investments. Rights as Holder of Investment Property. Legal title to all Investment Property shall be in the Board on behalf of the Participants and shall be held and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other entity as nominee, on such terms, in such manner and with such powers as the Board may determine, so long as the Board is in compliance with the Board’s fiduciary obligations.

4.5 Handling of Proceeds. The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any
might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law.

4.0. Remedies. Notwithstanding any provision in this Participation Agreement, when the Board deems that there is a significant risk that an obligor to Michigan CLASS may default or is in default under the terms of any obligation of Michigan CLASS, the Board shall have full and complete power to pursue any remedies permitted by law, in which their sole judgment is, in the interests of Michigan CLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of Michigan CLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

4.10. Information Statement. The Board shall have full and complete power to preserve, publish and distribute an Information Statement regarding Michigan CLASS and to amend or supplement the same from time to time.

4.11. Contracting with Affiliates. To the extent permitted by law, the Board may enter into transactions with any Affiliate of any of the Trustees or any Affiliate of the Investment Advisor:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, including a majority of the Trustees who are not Affiliates of any person who is a party to the transaction with the Board, and
(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the Board or with the person who is a party to the transaction with the Board.

4.12. Further Powers. The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper or desirable, in order to carry out, promote or advance the interests and purposes of Michigan CLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of Michigan CLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.

5.0. Participation of Trustee. Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustees and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the resign notice.

5.1. Removal of Trustee. As provided in Section 7 of the Act, the governing body of each Participant may remove as Trustee any Trustee who has failed to act or perform any of the duties of a Trustee, or for any reason other than incapacity, the Board may remove the Trustee upon the vote of a majority of the Board. If a Participant elects to remove all of the Trustees it appointed, the Participant shall be considered to have terminated its participation and withdrawal from this Participation Agreement. Any Trustee can be removed from the Board for all Participants good cause by the action of at least two-thirds (2/3) of the remaining Trustees.

5.2. Vacancies. The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties of the office, or removal by all Participants, of a Trustee. In the case of a vacancy, the Board continuing in office shall, by majority vote, appoint another person as a replacement Trustee to serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to Section 5.5, the appointee of each Participant.

5.7. Meetings.

(a) The annual meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held without call or notice at the time and place so established.

(c) Special meetings of the Board may be held from time to time, upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Participation Agreement or by law of the State.

(e) Meetings of the Board shall be subject to the Open Meetings Act (Act No. 207 of 1976, being Sections 15.241-15.275).

(f) With respect to any Affiliate of any Trustee, Trustees who are so affiliated, within the meaning of Section 4.11 of this Participation Agreement, and otherwise interested in any action to be taken must disclose such affiliation or interest. Such Trustees may be counted for quantum purposes, but such Trustees shall not be entitled to vote upon any matter related to the affiliate or interest.

5.8. Bylaws. The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, and in such Bylaws, may among other things, define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling and determination of regular and special meetings.

5.9. Officers. The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.
ARTICLE VI
INVESTMENT ADVISOR

6.1. Appointment.

(a) The Board shall appoint an Investment Advisor for the purpose of fulfilling the responsibilities provided the Investment Advisor under this Participation Agreement, and each Participant hereby appoints the Board to enter into an agreement with the Investment Advisor for a period not to exceed 10 years and on the terms set forth in this Participation Agreement. Each Investment Advisor Agreement may be renewed for successive terms.

(b) The Investment Advisor shall be required prior to the Investment Advisor Agreement to accept such appointment and to agree to render the services and to assume the obligations set forth therein and in this Participation Agreement, for the compensation provided in the Investment Advisor Agreement.

6.2. Duties and Obligations of the Investment Advisor.

(a) The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the Board from time to time. The Board may authorize the Investment Advisor to effect purchases, sales or exchanges of Investment Property on behalf of the Board or may authorize any officer, employee, agent or member of the Board to effect such purchases, sales or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales or exchanges shall be deemed to be authorized by the Board. The Board has authorized the establishment of a primary fund for the investment of Surplus Funds of the Participants in Section 6.3 herein, and the Investment Advisor shall establish such specialty designated Funds with specific investment characteristics pursuant to Section 6.3 of this Participation Agreement; the establishment thereof shall not require any further action of the Board. After such direction, any such establishment of specialty designated Funds shall be deemed authorized by the Board.

(b) The Participants and the Board delegate no discretion to the Investment Advisor hereunder to invest Investment Property in any but Permitted Investments and the Investment Advisor shall expressly refuse to accept any delegation of such discretion. Except as set forth herein and subject to law, the decision of how to invest or not to invest shall remain at all times in the control of the Board. The Investment Advisor is directed to cause Investment Property of each Participant to be invested in accordance with Permitted Investments and consistent with the investment criteria set forth in Exhibit D, Exhibit F-1 or such other exhibits created pursuant to Section 6.3 hereof. The Investment Advisor shall have no additional discretion than that stated in this Participation Agreement in carrying out the directions set forth in this Section 6.2 or Section 6.3.

(c) The Investment Advisor shall at no time have custody of, or physical control over, any of the Investment Property, upon appointment of the Board, appoint a Custodian, as defined in the Participation Agreement, to receive, hold for reinvestment, and clear all Investment Property. The Investment Advisor shall not be liable for any act or omission of the Custodian, but shall be liable for the Investment Advisor's acts and omissions as provided herein. Each Participant and the Board direct the Custodian to act and the Custodian shall agree to act, in accordance with the instructions of the Investment Advisor.

(d) The types of Permitted Investments into which Investment Property shall be invested is determined by the Board pursuant to the Participation Agreement and, subject to Section 6.6 herein, the Board shall delegate the selection of investments within those Permitted Investments to the Investment Advisor. All actions of the Investment Advisor in selecting investments which meet the investment parameters set forth in the Participation Agreement shall be binding and in implementing the sale or purchase of securities are taken at the Board's behalf.

6.3. Custodian. The Investment Advisor shall cause the Custodian to establish a primary fund (the "Prime Fund") for the investment of Surplus Funds of the Participants. The Prime Fund shall be established in Permitted Investments described in Exhibit E and Exhibit F-1 hereof. Notwithstanding anything to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specialty designated Funds, in addition to the Prime Fund, with specified investment characteristics that may be more limited than the Permitted Investments, but may not be broader (the "Government Funds") and, together with the Prime Fund, the Funds. The Investment Advisor may cause the Custodian to establish such Government Funds once the Board or its designee has approved in writing such Government Funds, to include a rate of return on such Government Funds that may be different than the rate applicable to the Prime Fund. Until established, each such Government Fund shall be set forth in a separate investment policy made on exhibit to this Participation Agreement, and shall be named the "Prime Investment Program". The Custodian may, from time to time, and with the approval of the Board, create such additional Funds and the Custodian shall maintain and operate the Prime Fund. The Custodian may, from time to time, and with the approval of the Board, create such additional Funds and the Custodian shall maintain and operate the Prime Fund. The Custodian shall maintain and operate any such additional Funds and the Custodian shall maintain and operate the Prime Fund in any manner required by law.

6.4. Special Sub-Accounts. Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish specialty designated, restricted sub-accounts within any Fund with investment, withdrawal, contribution or other characteristics different, but no broader, than those set forth in this Participation Agreement. Such characteristics may include, without limitation, certain restrictions or amounts to be invested in specified Investments to be made, and additional administrative fees. A Participant in the sole discretion may create such proposed special, restricted sub-accounts within any Fund. Any special sub-account that is created pursuant to Section 6.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special sub-account are amended by the specific Participant having such sub-account. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment application proposing such special sub-account. Such investment policy may not be broader than the Investment Policy of Prime Fund attached to this Participation Agreement and if the terms governing such special sub-account are amended by the specific Participant having such sub-account. The Investment Advisor shall cause such amendment to be recorded in Exhibit F-1 hereof. The establishment of such special sub-accounts and the amendment of the investment policy for such sub-account shall not be deemed an amendment of the Participation Agreement to the extent such amendment is not in accordance with the requirements therein.

ARTICLE VII
THANKS AND ACKNOWLEDGEMENTS

7.1. Appointment and Acceptance.

(a) Subject to the approval of the Board, the Investment Advisor is directed to appoint and provide direction to the Custodian. The Custodian shall be required to accept the duties and obligations of the Custodian described in this Participation Agreement.

(b) The Investment Advisor may appoint, with the consent of the Custodian, or authorize the Custodian to utilize sub-advisors to serve as a Custodian in the performance of the obligations of the Custodian hereunder provided that (i) the use of such sub-advisor is permitted under the law of the state in which the participant resides, (ii) the use of such sub-advisor will not result in any violation of the Investment Agreement by any of the participants hereto involved, illegal or not permitted under the laws of the state, (iii) the investment advisor shall use its best efforts to ensure that the collective interests of the participants in the investment property is clearly indicated on the records of the Sub-participants, (iv) the Sub-Fund shall be held separate and apart from the records of the Investment property and from all other sub accounts or investments maintained for other Participants.

(c) The Custodian shall receive, hold for reinvestment, and clear all Investment Funds and Investment Property. The Custodian shall perform those functions with respect to Investment Funds and Investment Property as provided by this Participation Agreement and the Custodian Agreement.

(d) The Custodian shall use the investor funds to the extent allowable to any authorized investment manager. In any mandatory, or any manner which might cause such Investment Funds to be used or invested otherwise.

(e) With respect to school districts which are Participants, the Custodian and any sub-investment of the Custodian shall be considered, for purposes of Section 121 of the Act of No. 43 of the Public Acts of 1966, as amended, being Section 300.2231 of the Michigan Compiled Laws. A sub-investment does not include, and a Custodian may utilize, any Affiliate of the Custodian as a depository or holder or clear all Investment Property or Instruments being permitted investments made with Investment Property in the name of any name of name of the Custodian on behalf of the Participants.

(f) The Custodian shall retain records for at least 10 years, deliver a copy of its annual report to the Investment Advisor and the Board.

7.2. Resignation and Removal, successors.
or without advertisement and notice and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith; and

(c) exercise all other rights and powers and to take any action in carrying out the purposes of this Participation Agreement;

(i) The Custodian shall collect the income on the Investment Property and distribute it in accordance with the Investment Property Agreement in accordance with Article XII hereof;

(ii) The Custodian shall hold the Investment Property and all instruments evidencing Permitted Investments made with Investment Property (a) in its own physical possession and separate and apart from other property of the Custodian; (b) in its account at Depository Trust Company or other depository or clearing corporation in the name of the Custodian on behalf and for the benefit of the Participants; or (c) in a book entry account in the name of the Custodian on behalf and for the benefit of the Participants with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property and all instruments evidencing Permitted Investments made with Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provide, however, that the custodial relationship and the interests of the Participants regarding such Investment Property and instruments shall be noted on the records of the Investment Advisor and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian;

(iii) with respect to enforcing rights in connection with the Investment Property, the Custodian shall have the power to act upon instruction of the Investment Advisor in order to prevent the loss or default upon Investment Property, including, without limitation, the power to: (a) collect, sue for, receive and repossess for all sums of money or other property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, mortgages or obligations; (c) engage in transactions to, or otherwise deal in, the Investment Property; (d) foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale, and convey good title therewith free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any property; (f) be a party to the reorganization of any Person and transfer to the deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations of any Person which form a part of the Investment Property, or to any payment or delivery of any of such securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; and (h) take any action in connection with such reorganization or arrangement; (b) extend the time (with or without security) for the payment or delivery of any debts or property to and execute and enter into releases, agreements and other instruments; (i) pay or satisfy any debts or claims; and (j) file any

7.7. Insurance. The Custodian will maintain insurance coverage of the following types and amounts with limits agreed to by the Board:

Financial Institutions Bond: $100,000,000 per occurrence and in the aggregate
Professional Liability: $200,000,000 per occurrence and in the aggregate

7.8. Substitution. The Investment Advisor on behalf of the Board shall be entitled to be substituted to the rights of the Custodian, with respect to any claim against any other person or institution which the Custodian may have, as a consequence of any loss or damage to the Investment Property. In such event, the Investment Advisor shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for loss.

7.9. Resolution of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be finally settled by arbitration in the State of Michigan, in accordance with the Code of Procedure of such State. The award of the arbitrators shall be final and binding on the parties thereto.

In consideration of the foregoing, the Custodian agrees to (a) purchase and deliver to the Investment Advisor, at the expense of the Investment Advisor, an insurance policy or policies sufficient to cover the Investment Property and the Custodian against all loss, damage, theft and pilferage and other losses and for public liability (subject to the deductibles therefor, if any), and (b) execute all necessary assignments, powers of attorney, releases and other documents in connection therewith, as the Investment Advisor may reasonably request and as may be required by applicable law. The Custodian shall at all times maintain such insurance as the Investment Advisor may reasonably request.

8.1. Miscellaneous. This Agreement may be amended from time to time by the written agreement of the parties hereto. Any modification of this Agreement shall be in writing and signed by the parties hereto.
ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of Each Participant. Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents in order to execute and deliver this Participation Agreement and to perform its obligations hereunder, including, without limitation, the appointment of the Investment Advisor; and

(b) the adoption and performance of the Participation Agreement does not violate the Participant's charter or organizational documents or any applicable general law or other local ordinance, rule or regulation;

(c) the performance of this Participation Agreement has been duly authorized and this Participation Agreement is the legal, valid and binding obligation of the Participation Agreement; as of the date specified therein, true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(d) the certificates delivered hereunder by the Participant pursuant to this Participation Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the adoption and performance of the Participation Agreement does not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default or an event with notice or lapse of time, or both, would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound.

8.2. Representations and Warranties of the Investment Advisor. The Investment Advisor hereby represents and warrants to the Investment Advisor Agreement that:

(a) the Investment Advisor is a duly organized and validly existing corporation, duly qualified to conduct business in the State; and

(b) the performance of its duties described under this Participation Agreement and the execution, performance and delivery of the Investment Advisor Agreement have been duly authorized and are the legal, valid and binding obligations of the Investment Advisor, enforceable against the Investment Advisor in accordance with their terms.

(c) it is a United States Securities and Exchange Commission registered investment advisor.

8.3. Representations and Warranties of the Custodian. The Custodian appointed by the Investment Advisor shall represent and warrant that:

ARTICLE IX
COVENANTS

9.1. Source of Contributions. Each Participant hereby covenants that it will deliver, pursuant to Section 3.6, only Investment Funds that constitute Surplus Funds and are permitted to be invested pursuant to the laws of the State and any ordinance or local regulations applicable to such Participant, and that it will perform all actions required by the laws of the State and any ordinance or local regulations applicable to such Participant and be done prior to such investment.

9.2. Truth of Representations and Warranties. Each party to this Participation Agreement hereby covenants that it shall withdraw from the Participation Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

9.3. Compliance with Law. The parties agree that this Participation Agreement is intended to comply fully with all provisions of the Act.

ARTICLE X
AMENDMENT AND TERMINATION

10.1. Amendment. (a) This Participation Agreement may be amended from time to time. The Participation Agreement may be amended upon:

(i) a two-thirds (2/3) majority approving vote of the Trustees present at a meeting of the Board;

(ii) following the approval of the Board, the simple majority approving vote of the Participants; and

(iii) following the approval of the Participants, the two-thirds (2/3) majority vote of the Trustees present at a meeting of the Board, reapproving the amendment.

(b) Notwithstanding the foregoing, the Board may, from time to time, upon a two-thirds (2/3) vote of the Board and after 45 days prior written notice to the Participants, amend or alter the provisions of this Participation Agreement without the vote of the Participants which it deems in good faith to be necessary to conform this Participation Agreement to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing to do so. Notwithstanding the foregoing, no amendment may be made pursuant to Section 10.1(c) which would substantively alter the rights of the Participants or liability of the Participants or Trustees.

(c) Any amendment executed pursuant to Section 10.1(a) or (b) hereof will be effective thirty (30) days after the last affirmative vote is obtained as required by Section 10.1(a) or (b) hereof. A certification signed by a two-thirds (2/3) majority of the Board setting forth an amendment and stating that it is not only in accordance with the terms of this Participation Agreement, as amended and executed by a two-thirds (2/3) majority of the Board, shall be conclusive evidence of such amendment.

(d) The amendment of any Exhibit to this Participation Agreement shall not be considered an amendment to the Participation Agreement and may be made by the Board to the extent consistent with the terms of the Participation Agreement. An amendment to an Exhibit pursuant to this Section 10.1(c) shall not be made effective until 30 days after such Participant has received notice of the amendment.

10.2. Termination. (a) This Participation Agreement may be terminated at any time pursuant to the following procedures:
Investment Advisor shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate balances.

(d) Upon termination of this Participation Agreement and distribution to the Participants as herein provided, the Investment Advisor shall execute and file among the records maintained in connection with this Participation Agreement an instrument in writing setting forth the fact of such termination, and the Investment Advisor, the Custodian and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants heretofore shall cease to exist and be canceled and discharged: provided that Section 4.3(a) of the Investment Advisor Agreement and Article XI hereof shall survive any termination of this Participation Agreement.

(e) If this Agreement is terminated pursuant to Section 10.2(b), (c) hereof because of the expiration of the term of the Investment Advisor or resignation and/or withdrawal of the Investment Advisor, such expiration, resignation and/or withdrawal shall be understood and deemed to have occurred until the instruments contemplated by Section 10.2(c) hereof has been executed and lodged among the records maintained in connection with this Participation Agreement.

10.3. Power to Effect Reorganization. If permitted by applicable law, including without limitation, the Act and the Investment Authority’s rules, the Board, by vote or written approval of two-thirds (2/3) of the Board appointed and serving, may select, direct, or approve the reorganization of any corporation, association, trust, or other person with which Michigan CLASS may merge, or which shall take over the Investment Property and carry on the affairs of Michigan CLASS, and after receiving the affirmative vote of not less than a majority of all of the Participants, and a second affirmative vote of not less than two-thirds (2/3) of the Board appointed and serving, the Board may effect such merger or may sell, convey, and transfer the Investment Property to any such corporation, association, trust, or other person in exchange for cash, shares in any other company, or beneficial interests in any other company, and, if the Board shall so determine, on the assumption by such transferee of the liabilities of Michigan CLASS and thereupon the Board shall release Michigan CLASS and deliver such cash, shares, securities or beneficial interests held by the Participants of Michigan CLASS in consideration of their interests.

11.1. Liability to Third Persons. (a) No member or representative of a Participant shall be subject to any personal liability whatsoever to any person in connection with the Investment Property or the acts, obligations or affairs of the Board. No Trustee, officer, employee or agent, including the Investment Advisor and Custodian, of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee, officer, employee or agent; and all persons shall be fully entitled to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of a Participant, Trustee, officer, employee or agent of the Board shall be under any duty to any third person or proceeding to enforce any such liability shall be on account thereof to be held by any personal liability.

(b) Claims of any nature arising in connection with the affairs of the Board from which a Trustee, officer, employee or agent of the Board are protected by this Section shall include any claims sustained by reason of any act or omission (including, but not limited to, investment advice or the failure to give investment advice at any time).

(c) The Board shall indemnify and hold harmless each member or officer of a Participant from and against all claims and liabilities to which each such member or officer of such Participant may become subject on behalf of the Participant by reason of being or having been a Participant, and shall reimburse such Participant or its officer or member for all legal and other expenses of such participant reasonably incurred in connection with any such claim or liability. The rights accruing to a Participant or its members or officers under this Section shall not exclude any other right to which such Participant or member or officer may be entitled, nor shall anything herein restrict the right of the Board to indemnify or reimburse in any appropriate situation even though not specifically provided herein.

11.2. Liability of Trustee and Officers. No Trustee, officer, employee or agent of the Board shall be liable to the Board or to any Participant, Trustee, officer, employee or agent thereof for any damages caused by action or failure to act except for damages caused by bad faith, willful misfeasance, gross negligence or reckless disregard of duties. Any agreements with the Investment Advisor or the Custodian shall provide for the personal liability of the Investment Advisor or the Custodian, as the case may be, for a willful or negligent failure to take reasonable measures to restrict investments of Investment Property to those permitted by law and the Participation Agreement. The provisions of this Section shall not limit the liability of any agent of the Board (including without limitation, the Investment Advisor or the Custodian) with respect to breaches by it of a contract between the agent and the Board.

11.3. Interrogation.
ARTICLE XII
RECOGNITIONS

12.1. Governing Law. This Participation Agreement is executed by the Participants and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.

12.2. Counterparts. This Participation Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

12.3. Severability. The provisions of this Participation Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Participation Agreement and this Participation Agreement may be amended pursuant to Section 6.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Participation Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

12.4. Gender; Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of the Participation Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Participation Agreement nor affect its meaning, construction or effect.

12.5. No Assignment. No party hereto may sell, assign, pledge or otherwise transfer any of its rights, benefits or interests under this Participation Agreement to any other Person, and any purported assignment, pledge or other transfer shall be null and void.

12.6. No Partnership. Notwithstanding any provision hereof to the contrary, this Participation Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Participation Agreement to constitute a partnership or any other joint venture or association. Furthermore, none of the parties has any authority hereunder to personally bind or act as agent for another party in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.7. Notice. Unless otherwise specified in this Participation Agreement, all notices required to be sent under this Participation Agreement:

(a) shall be in writing addressed to the Authorized Officer if notice is to be given to a Participant; or the address identified in the Investment Advisor Agreement or to the Investment Advisor; and to the address identified in the Custodian Agreement or to the Custodian.

(b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person or entity thereto as his address as it appears on the records maintained by the Investment Advisor; and

(c) shall be deemed to have been given on the day of such mailing.

12.8. Entire Agreement. This Participation Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

12.9. Confidentiality.

(a) All information and recommendations furnished by the Investment Advisor to the Participants that is marked confidential or is a trade secret and all information and directions furnished by the Investment Advisor to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. The Investment Advisor and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Participants or the Board. Nothing in this paragraph shall prevent any party from divulging information to civil, criminal, bank or securities regulatory authorities under which such party may be exposed to civil or criminal proceedings or penalties for failure to comply.

(b) In the event that on-line terminals and similar electronic devices are used for communication from the Investment Advisor to the Custodian, the Investment Advisor agrees to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Participation Agreement. The Custodian may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to this Participation Agreement.

(c) The Custodian may rely on the accuracy of all data received by it through electronic means and is not liable to any person authorized by the investment advisor. Every person who uses the correct passwords to obtain information by electronic means or to make permissible transactions shall be presumed to have the Investment Advisor's authority unless the Investment Advisor can prove all of the following:

(i) a person using a correct password was not authorized to have access to this information if the Custodian has knowledge of such unauthorized use;

(ii) a person using the password obtained it through or as a result of the Custodian's gross negligent disclosure, and

(iii) the Custodian, by the Custodian was not authorized by the Investment Advisor prior to its unauthorized use.

12.10. Disputes. In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. If negotiation is not possible, or if either party should fail to abide by the terms of the agreement, then it shall be submitted to the Michigan State Court, in the County of Ingham County, Michigan, which shall be the sole and exclusive venue for any and all disputes arising out of this Investment Agreement. The prevailing party in any suit or proceeding shall be entitled to recover its reasonable attorneys' fees and costs associated with such suit or proceeding.

12.11. Effective Date. This Participation Agreement shall be effective on the date two or more Public Agencies have executed this Participation Agreement, adopted an Authorizing Resolution and delivered such documents pursuant to Section 3.1.
EXHIBIT B
WITHDRAWAL PROCEDURES

1. The Participant shall provide notification to the Investment Advisor regarding the amount to be withdrawn, and if more than one Fund has been established, from which fund each amount will be withdrawn.

2. The Participant shall indicate the payee and include wire or ACH instructions.

3. Requests for withdrawals received by the Investment Advisor by the cut-off time established pursuant to the Michigan CLASS website, accessible at http://www.michiganclass.org, will be processed to permit payment on the Business Day.

4. Requests for withdrawals received by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at http://www.michiganclass.org, will be processed the following Business Day.

5. Participants may only request withdrawals of an amount not to exceed their balance at the time payment is made pursuant to such request.

6. Requests for withdrawals received in accordance with (3) above by the Investment Advisor shall be wired or processed through ACH in accordance with the Participant’s instructions after noon on the Business Day and the funds so wired or processed through ACH will be immediately available.

EXHIBIT C
VALUATION PROCEDURES

Valuation of Investments

Under the FASB Accounting Standards Codification (ASC), SFAS 159 was incorporated into a fair value measurement framework that establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. This framework emphasizes that fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Various inputs are used in determining the value of CLASS’s portfolio investments.

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Investment Advisor shall determine the market value of the specific investment holdings for the Michigan CLASS portfolio. The market values shall be obtained from one or more sources the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Investment Advisor to price the underlying securities on a daily basis.

The market value of the collateral supporting repurchase agreements which are “delivery versus payment” shall be determined by the Michigan CLASS portfolio manager using the current bid price of the collateral securities obtained from Bloomberg L.P.

The market value of the collateral supporting tri-party repurchase agreements shall be determined by the tri-party custodians. The tri-party custodians forward a collateral report to the Michigan CLASS operations team every business day.

Accounting for Investments

Security transactions are accounted for on the trade date. Realized gains and losses on sales of investments are calculated as an identified cost basis. Interest income, including any amortization of discount or premium, is recorded on an accrual basis.

Michigan CLASS

WHEREAS, certain governmental units described in Schedule 1 attached to this Resolution (the “Public Agencies”), desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto as Exhibit B (the “Participation Agreement”) for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, the Public Agency is a Public Agency under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments (the “Permitted Investments”); and

WHEREAS, Act 9 of the Public Acts of the Extra Session of 1967, as amended, (the Uniform Cooperation Act of 1967) authorizes the Public Agencies to contract in the form of an interlocal agreement to provide for the manner of investment of surplus funds or proceeds of grants, gifts, or bequests to the parties to the interlocal agreement under the control of a legal or administrative entity created by that interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Governing Body adopts the Participation Agreement substantially in the form of Exhibit B which is incorporated in the Resolution by reference thereto and agrees to join with other Public Agencies to become a Participant under the terms of the Participation Agreement and to accept additional Public Agencies as new Participants without subsequent action.

2. The Governing Body agrees to and consents in the appointment of those Trustees either being appointed, to be appointed or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of the Public Agency.

3. The Governing Body acknowledges and confirms the representation, warranties and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under Participation Agreement, upon which they may respectively rely.

4. The Governing Body hereby authorizes (the “Authorized Officer”), to take the following actions with regard to the participation of the Public Agency in the Participation Agreement:

   a. Deliver a certified copy of this Resolution to Investment Advisor under the Participation Agreement.
1. General Objectives:
(a) Legality: invest only in investments legally permissible to all Participants individually.
(b) Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value.
(c) Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.
(d) Yield: maximize current income to the degree consistent with legality, safety and liquidity.

2. Permitted Investments
The Investment Advisor is hereby authorized by the Board to invest the Investment Property in any investment permissible to all Participants individually under the Investment Authority Act, provided that such investment is consistent with the general objectives set forth above and with any specific requirements for a particular investment that may be set forth in the definition of Permitted Investments.

EXHIBIT F: INVESTMENT POLICY

Michigan CLASS Investment Policy

1.0 PURPOSE

Michigan CLASS is an interlocal investment program created by an interlocal agreement of various Michigan public agencies of government dated as of October 1, 1984, restated and with amendments through December 31, 2011 (the "Participation Agreement") by the purpose of jointly investing surplus funds of the public agencies of government. Pursuant to the Participation Agreement and as authorized by the Urban Cooperation Act of 1967, 49 U.S.C. §§ 414c (the "Act") PA 7, a board of trustees was created to hold title to investments on behalf of each participant. Capitalized terms used in this policy shall have the meaning ascribed to them in the Participation Agreement.

2.0 SCOPE AND OBJECTIVE

It is the obligation of Michigan CLASS to cause funds of its participants to be invested in a manner which complies with the Investment criteria contained in the Participation Agreement. These investment criteria apply to all assets considered Investment Property under the Participation Agreement and specify the objectives of the program related to safety, liquidity and yield (return on investment).

The investments will be diversified by security type and institution in order to minimize risk and loss. Concentration of investments will depend, among other factors, on market conditions, on availability in terms of desired maturities, collateral and creditworthiness and on market yields.

3.0 DELEGATION OF AUTHORITY

The authority of the Board to manage the Investment Property is derived from the Participation Agreement approved by each Participant pursuant to the Urban Cooperation Act of 1967, 49 U.S.C. §§ 414c (the "Act") PA 7. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Board and the Participants have appointed Public Trust Advisors, LLC as Investment Advisor for the Board and have delegated the authority to manage the investment property in accordance with the terms of the Participation Agreement and the Investment Advisor Agreement.

4.0 AUTHORIZED INSTRUMENTS

Consistent with the Investment Criteria contained in the Participation Agreement and attached thereto as Exhibit E, the Board and the Investment Advisor are authorized to invest Investment Property in only the following:

(a) US Treasury Bonds, Bills, Notes and Treasury Strips.
(b) Obligations of an agency or Instrumentality of the United States.
(c) Commercial paper rated at the time of purchase within the highest two classifications established by not less than two national rating services (e.g., as of September 18, 2005, A-1 and A-1 by Standard & Poor’s Ratings Service, P-1 by Moody’s Investors Service, or F1+ and F1 by Fitch, Inc.) and that matures not more than 270 days after the date of purchase.
(d) Bankers’ acceptances issued by FDIC member United States banks.

(e) Repurchase agreements consisting of instruments listed in a subsection (a) or (b) Repurchase agreements shall be 100% collateralized with Public Securities Association (PSA) Master Repurchase agreement on file and/or party custodian agreement on file.

(f) Certificates of deposit of a financial institution eligible under law to be a depository of public agencies of government so long as such certificate of deposit is secured 100% by the value of each eligible collateral listed on Schedule 1 for any amount of principal and accrued interest not insured by an agency of the United States.

(g) In addition to the investments authorized in subsection (f), certificates of deposit issued in accordance with all of the following conditions:

a. The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1985 PA 105, MCL 21.116.

b. The financial institution arranges for the investments in the funds of certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.

c. The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.

d. The financial institution acts as custodian for Michigan CLASS with respect to each certificate of deposit.

e. At the same time that the funds of Michigan CLASS are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of deposits initially invested by the Michigan CLASS through the financial institution.

(h) In addition to the investments authorized in subsection (f), deposit accounts that meet all of the following conditions:

a. The funds are held in a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1985 PA 105, MCL 21.116.

b. The financial institution arranges for the deposits of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.

c. The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.

d. The financial institution acts as custodian for Michigan CLASS with respect to each deposit account.

e. On the same date that the funds of Michigan CLASS are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of deposits initially deposited by Michigan CLASS through the financial institution.

(i) Mutual funds registered under the investment company act of 1940, maintaining a $1.00 per share net asset value, and with authority to purchase investment vehicles that are legal for
direct investment by all participating public agencies whose monies are invested in mutual funds
that such participants acknowledge that the funds be placed in a special sub account created
pursuant to the Participation Agreement, as amended.
(g) Any other investment permissible to all participants individually under Michigan law and
authorized by the board.

9.0 SAFEGUARDS AND CUSTODY:

As provided by the Participation Agreement and the Investment Advisor Agreement, all securities
transactions, including capital for purchase agreements and financial institution deposits, entered
into on behalf of Participants may be on a cash or delivery-versus-payment basis as determined by the
Investment Advisor. Pursuant to the Participation Agreement and the Investment Advisor Agreement,
the Investment Advisor has appointed a Custodian to receive, hold for reinvestment, and clear all
Investment Funds and Investment property, as a fiduciary, in accordance with the Participation
Agreement.

9.0 PROVISE:

The standard of prudence to be used for managing the Investment Property is the “prudent investor”
rule applicable to a fiduciary, which states that a prudent investor “shall exercise the judgment and
care, under circumstances then prevailing, which men of prudence, discretion, and intelligence
exercise in the management of their own affairs, not in regard to speculation but in regard to
the permanent disposition of funds, considering the probable income as well as the probable safety of
their rights.”

7.0 ACKNOWLEDGEMENT:

The Investment Advisor shall provide the broker or financial intermediary a copy of the Michigan
CLASS Investment Policy and a form on which the broker or financial intermediary must acknowledge
receipt of the Investment Policy and agree to comply with the said policy regarding the purchase and
sale of securities.

8.0 REPORTS:

In accordance with the Investment Advisor Agreement the Investment Advisor shall prepare or cause
to be prepared a quarterly report and a written annual report, including the opinion of an independent
public accountant to the Board of Trustees of Michigan CLASS within ninety days after the close of the
fiscal year.

9.0 EFFECTIVE DATE:

This policy shall become effective on the day following adoption by the Board of Trustees of the
Participation Agreement (Michigan CLASS). Any amendment to this Investment Policy shall become
effective thirty days (30 days) after each Participant has received notice of the amendment.

Adopted: December 12, 2016
Last Amended: April 27, 2015
Not yet approved
CITY OF AUBURN HILLS
TAX INCREMENT FINANCE AUTHORITY MEETING

January 10, 2017

CALL TO ORDER: Chairman Hassett called the meeting to order at 4:09 PM.

ROLL CALL:
Present: Goodhall, Hassett, Molnar, Price, Thornton
Absent: Dolly, Waltenspiel
Also Present: Executive Director, Samantha Mariuz
Guests: Bob Cesario

LOCATION: Auburn Hills City Hall Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills, Michigan 48326

PERSONS WISHING TO BE HEARD
None.

CORRESPONDENCE AND PRESENTATIONS
None.

APPROVAL OF MINUTES
Mr. Hassett corrected that he was discussing a portal from the park to downtown, not a gateway into downtown. Ms. Mariuz noted this change to the meeting minutes from December 13, 2016.

Moved by Mr. Goodhall to approve the Regular TIFA Minutes from December 13, 2016, as amended. Supported by Ms. Price.

Yes: Goodhall, Hassett, Molnar, Price, Thornton
No: none

Motion carried

FINANCIAL REPORT
Ms. Mariuz presented the financial report for period ending December 31, 2016. She reviewed the TIFA Statement of Net Position stating that revenue increases due to the Local Community Stabilization funds has now been reconciled and is part of the 2016 fund balance. She reminded the board that this disbursement from the state is to offset the loss in personal property taxes.

Ms. Mariuz reviewed that all of the budget amendments approved at the TIFA Meeting on December 13, 2016 have been included in the December Financial Statements. As mentioned in the last meeting, there was an error with the RecTrac software and money meant for the Community Center rentals had been deposited into TIF-A’s accounts, therefore $9,411.25 was reclassed from TIFA to Community Center. There were higher costs for general maintenance downtown due to the purchase of new Christmas decorations, the remainder of tree lighting expenses have been accounted for and there was $4,581 in the last month for consultant fees concerning the Haussmann Litigation.

Ms. Mariuz added that in TIF Districts B and D, there was uniform maintenance spending throughout the month of December and no revenue activity.

| TIFA 85-A | $ 28,462,002 | Available Cash (TIF-A) | $ 2,548,486 |
| TIFA 85-B | $ 17,860,167 | Available Cash (TIF-B) | $ 8,749,867 |
TIFA 86-D $28,685,670  Available Cash (TIF-D) $2,050,174
$75,007,839          $13,348,527

Moved by Mr. Molnar to approve the Financial Report of December 31, 2016 as submitted.
Supported by Ms. Thornton

Yes:   Goodhall, Hassett, Molnar, Price, Thornton
No: none

Motion carried

OLD BUSINESS
   A. Haussmann Litigation Update
Ms. Mariuz gave the board a brief update about the current status of the two court cases currently underway regarding the Downtown Parking Structure. She stated that the case against Mayotte group is still being taken up on appeal at the expense of McAlpine. Our attorney at McAlpine, Mr. Peters, indicated that the Board should expect an additional 6-9 month until oral arguments are heard, and then an additional 3 months for a decision to be made.

Regarding the Dennis Burt Bankruptcy Case in Florida, Ms. Mariuz reminded the Board that a deposition of Mr. Tanghe and Mr. Grice was taken at the end of April, 2016. After that, there was a discovery period and deposition of Mr. Burt that responded to Mr. Tanghe’s deposition. Ms. Mariuz informed the board that she and Mr. Tanghe have a meeting on Thursday to respond to additional questions. She indicated that she will inform he board and the board will then need to make a decision to see if the bankruptcy case is worth pursing further.

NEW BUSINESS
   A. Artificial Christmas Tree Discussion
Ms. Mariuz reviewed a memo dated January 5, 2017 with the Board. This memo was for discussion purposes about purchasing an artificial Christmas tree for the City’s Annual Tree Lighting Ceremony in Downtown each holiday season. She mentioned that during the budget process, TIFA approved $40,000 for the purchase of an artificial tree. Over the years, the tree that stood in front of MOM’s Memorial was compromised due to the abundance of construction in the area. The last two years, the Department of Public Works has harvested a tree and constructed a base strong enough to withstand winter’s elements and hold a 30-foot tree steady.

On January 6, Mr. Herczeg and Ms. Mariuz went to Birmingham, Michigan to look at the artificial tree they purchased in 2012. This particular tree was purchased from Wintergreen Corporation in Georgia and is a 35ft Everest with 21,000 LED lights. The star on the top is three feet in diameter and was purchased separately from Bronner’s. Staff in Birmingham expressed that they did have some issues with the tree in the beginning. There is a wire harness secured throughout the frame of the tree and the electrical units were placed too close to where the branches were inserted, which caused moisture issues. As a result, staff rebuilt the harness and used plaster to fill the spaces between electrical components and branches. They did note that Wintergreen Corporation was looking to replace the system, and this is something that Auburn Hills’ Staff would be sure to include in the RFQ process. Ms. Mariuz noted that staff will work with other vendors including Bronner’s to help achieve the same “wow” factor that our tree has given the community for years. Ms. Mariuz reminded the board that there is roughly 2 weeks of staff time dedicated to decorating just the tree itself. Moving forward with an artificial tree would cut that cost significantly.

The Board decided that it would like to look at the actual cost and savings breakout analysis of the following options; planting a new tree, continuing to harvest a tree, or purchasing an artificial tree. Mr. Thornton mentioned that it would be nice to plant a new tree and have it “grow with downtown.” The Board questioned if the ground will accept a real tree again, and how large of a tree can be planted from the beginning.  

No motion required

B. February event – Free Shuttle Friday’s
Ms. Mariuz presented a memo dated January 5, 2017 for a new event initiative, Free Shuttle Friday’s. She mentioned that staff is continually working to devise events that draw our corporate citizens downtown. After conversations with employees
of Chrysler, Comerica and Volkswagen, staff learned that many people of the larger corporations do not leave the office during lunch due to long walks to car, desire to keep parking spot and the availability of lunch on campus.

Ms. Mariuz and staff began to plan a cost effective event that could work to alleviate these issues for employees, as well as bring people downtown. This event will run from 11:00AM – 2:00PM and utilize the community center bus to bring corporate employees downtown for lunch. This loop will run continuously from for this time and the human resource departments of each of the participating companies can help disseminate information about the event to employees. Ms. Mariuz expressed that it is the hope of staff that this will help draw a larger crowd downtown for lunch. She reviewed the potential costs associated with the program including marketing, bus driver wages and fuel. The total approximate cost is $237.81.

Mr. Molnar stated that we may want to consider extending over to cross creek, perhaps even Taylor Road and Giddings. Chairman Hassett indicated that those businesses have the golf course nearby to enjoy lunch. Chairman Hassett added that it is important to have a time-guarantee as people are pressed for time at lunch. This guarantee should be for the time spent on the shuttle, as well as service in the restaurant.

Mr. Cesario added that Monday and Tuesday are typically slow days for businesses downtown, and perhaps the event should consider that information to boost business on typically slow days otherwise. Ms. Mariuz noted this information and informed the board that perhaps it will be beneficial to survey the merchants and businesses included to find out what the most beneficial day of the week will work for everyone involved.

Moved by Ms. Thornton to support “Free Shuttle Friday's” event with contributions from TIF-A Fund 251-735-885.000.
Supported by Ms. Price

Yes:   Goodhall, Hassett, Molnar, Price, Thornton
No:    none

Motion carried

BOARD MEMBER COMMENTS
Mr. Molnar asked that Ms. Mariuz research how much the YourSource building on Squirrel Court is listed for sale. He indicated that this might be a good strategic purchase to build a parking lot and help with the overflow from summer events.

Ms. Thornton let the board know that downtown Petoskey just recently did a downtown façade program on the backs of buildings to spruce up the alleyways. Mr. Molnar added that this could be a program that TIFA assists in cost sharing. Ms. Mariuz informed the board that she has begun to research putting together a full façade program for downtown. Mr. Thornton added that we could even engage the colleges and their architecture programs to help and perhaps put together a design contest.

DIRECTOR UPDATES
Ms. Mariuz updated the board about a variety of projects. She mentioned that the new city logo and tag line was adopted on January 9, by City Council. TIFA will see a rebranding in the next few months. Regarding the amphitheater project, the Board indicated that TIFA could support the remaining balance. There is currently a proposal for the remaining balance from a corporation, but that cannot be disclosed until after their board meeting in February. Therefore Ms. Mariuz recapped that TIFA’s contribution could range from its current commitment of $350,000 upwards to $550,000.

Ms. Mariuz added that Parkside Tavern in Downtown has been “closed indefinitely.” The City was notified by the Health Department when the Health Department went to do a follow up visit with the Tavern, they tried to make contact with the owner and were unsuccessful.

She reminded the board that the State of the Community is Thursday, January 19, from 8:00AM-10:00AM at the Oakland Center, please contact the Chamber of Commerce if you would like tickets.

Mr. Molnar and Ms. Price are both up for reappointment in February and Ms. Mariuz added that she would reach out to them individually with information about the City Council meeting and reappointment process.

Baker College is also currently rebranding, therefore the banners included as part of the West University Drive Streetscape Project will occur in the Spring/Summer.
Ms. Mariuz reminded the Board that Primary Place Parking Structure Lease payments begin in January.

Finally, Ms. Mariuz added that she is beginning to work on an analysis of visitors at The DEN. She reminded the board that about six months prior, DEN staff began a sign in process for all visitors to better understand its clients and usage. Ms. Mariuz is planning to report to the TIFA Board the demographics of visitors as well as their purpose for time spent at The DEN.

**ANNOUNCEMENT OF NEXT MEETING**
The next regularly scheduled TIFA Board of Directors meeting is Tuesday, February 14, 2017 at 4:00 PM at Auburn Hills City Hall in the Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills MI, 48326.

**ADJOURNMENT**
There being no objections, the TIFA Board of Directors meeting adjourned at 5:13 PM.

Respectfully submitted,

Steve Goodhall         Samantha Mariuz
Secretary of the Board         Executive Director
MEETING DATE: MARCH 13, 2017

AGENDA ITEM NO. 7A2.

“Not Yet Approved”

CITY OF AUBURN HILLS
DOWNTOWN DEVELOPMENT AUTHORITY MEETING

February 20, 2017

LOCATION: Auburn Hills City Hall, Administrative Conference Room, 1827 North Squirrel Road, Auburn Hills, Michigan 48326

CALL TO ORDER: Vice Chairman Young called the meeting to order at 5:30 PM.

ROLL CALL

Present: Genautis, Gliniecki, Travnikar, Volk, and Young
Absent: Jernigan (excused), McDaniel, Spurlin (excused), Wise (excused)
Also Present: Director of Authorities Samantha Mariuz
Guests: None

PERSONS WISHING TO BE HEARD

None.

CORRESPONDENCE & PRESENTATIONS


Ms. Mariuz presented the 2016 Annual report for the Downtown Development Authority and recapped main events throughout the year. The report gives a brief introduction of the functions of a DDA, the history of Auburn Hills’ DDA and its goals when reinstating the DDA. Then the report reviews the goals and objective the Board devised during one its inaugural meetings and summarizes its impact throughout 2016 and future goals moving forward.

Moved by Mr. Travnikar to receive and file the Auburn Hills Downtown Development Authority 2016 Annual Report. Supported by Mr. Gliniecki.

Yes: Genautis, Gliniecki, Travnikar, Volk, Young
No: None

Motion carried

APPROVAL OF MINUTES

Moved by Mr. Volk to approve the December 19, 2016 minutes as submitted. Supported by Mr. Travnikar.

Yes: Genautis, Gliniecki, Travnikar, Volk, Young
No: None

Motion carried

FINANCIAL REPORT

Ms. Mariuz presented the financial report for period ending January 31, 2017. It was noted that the DDA has begun to receive tax increment revenue for winter, 2017. It was pointed out that the cash position of the DDA is continually increasing due to conservative spending the previous two years. Ms. Mariuz is going to begin discussion with the Finance Department about investing DDA cash funds to gain some additional interest on our money.

The only outstanding funds is $125.00 to renew our membership to Michigan Downtown Association. She added that the board will now notice line items for Administrative and Interfund charges. As the DDA becomes more active, a higher proportion of time will be
spent with the board, and a corresponding increase will occur each year in the admin and interfund charges section. This allocation is determined by the finance department during the budget process for the amount of time that the Director spends with each district.

There was no additional discussion about the financial statements.

Moved by Mr. Gliniecki to receive and file the Financial Report for period ending January 31, 2016.
Supported by Mr. Volk.

Yes: Genautis, Gliniecki, Travnikar, Volk, Young
No: None

Motion carried

OLD BUSINESS
None.

NEW BUSINESS
None.

BOARD MEMBER COMMENTS
Mr. Volk reviewed a few items that were discussed at our last meeting. He spoke of the importance of target marketing events to the right audience to try and attract the right crowd for each event. He suggested a push to use Facebook advertising to highlight events. Mr. Volk suggested finding ways to advertise community events utilizing the billboards within the legal constraints of the user agreement. He added that this would be a great way to stir a buzz about Auburn Hills.

Mr. Young suggested having a point person at the County to help highlight that buzz about Auburn Hills. He indicated the plethora of information about Pontiac at the State of the County. He suggested that our Main Street Oakland County contacts can help us with this too. Mr. Young also suggested utilizing outlets such as Metro Mode Digital as a spotlight.

Mr. Travnikar indicated that he will be absent for the March meeting.

The Board would like a digital map of all three TIF Districts and the DDA District. Ms. Mariuz will send that to the Board.

DIRECTOR UPDATES
Ms. Mariuz reiterated that Parkside Tavern has closed and is back on the market for sale. She added that there are a few people interested in the property at this time and mentioned that she would keep the board posted on any developments as they become public.

Ms. Mariuz added that the first Downtown Executive Committee meeting in Thursday, February 23, 2017. At this meeting the committee members will be reviewing the list of events for 2017 and discuss how to market each event to the right audience. She reminded the DDA Board that the goal of this committee is to provide recommendations to each of the respective boards; TIFA and DDA. TIFA will be the funding mechanism for many of the Downtown events, and the DDA will focus on marketing the events. They will work closely on these joint ventures and measure the success of each event over the year.

ANNOUNCEMENT OF NEXT MEETING – The next Downtown Development Authority Board of Directors will be Monday, March 20, 2017 at 5:30 PM at City Hall in the Administrative Conference Room.

ADJOURNMENT
There being no objections, the meeting was adjourned at 6:20 p.m.

Respectfully submitted,

Samantha R. Mariuz
Executive Director
CALL TO ORDER
Chairman Foster called the meeting to order at 6:15pm

ROLL CALL
Present: Ilene Ingram, Celeste Yoskovich, Carla Withers, Rich Foster, Bob Kittle
Also Present: Elizabeth Brennan, Community Development Exec. Assistant
Absent: Patricia Ormsbee, Karen Lewis
Guests: None

LOCATION
Council Conference Room, 2nd Floor, City Administration Building
1827 N. Squirrel Rd., Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD - None

CORRESPONDENCE – An invitation to the Beautification Council of SE Michigan
Spring Quarterly Meeting on 3/9/17

APPROVAL OF MINUTES -
Ms. Yoskovich moved to approve the minutes of January 18, 2016 as presented.
Supported by Mr. Kittle.

VOTE: Yes: Yoskovich, Ormsbee, Foster, Withers, Kittle
        No: None

Motion Carried (5-0)

NEW BUSINESS –

Elections
It was decided that elections will be postponed until the next meeting.
Budget Report
Ms. Brennan reported that no purchases have been made in 2017.

OLD BUSINESS –

2017 Program Planning

Mr. Kittle reported that two weeks ago, the recently formed Budget Finance Committee met to look at the 2017 budget and overall City operations/programs. As a result, many areas to cut were identified, including reducing the BAC’s budget for 2017 by half, and looking at it again this summer during budget season for 2018. Mr. Kittle again went on to explain the precarious position the city is in due to lost taxable value and revenue shortcomings. The budget adjustment and discussion that followed is similar to the January meeting’s discussion where we reviewed BAC programs overall and asked whether or not the BAC is fulfilling its original, intended purpose.

Ms. Ingram asked Mr. Kittle about the proposed change of venue for the Perennial Exchange. Mr. Kittle explained that moving the event Downtown is just an option that could provide a bigger bang for the buck. He felt that if the group felt the perennial day exchange was our signature event, then we should go big, and make it something the taxpayer gets a return on their investment for in the process.

Ms. Ingram felt the park is a beautiful location for gardeners - many attendees return year after year and they know the set up. She is not opposed to cutting back or discontinuing the Perennial Exchange gardening raffle, but she would still like to hold the event in the park. Ms. Yoskovich agreed.

Mr. Kittle went on to say that only 20% of a small group of attendees were from Auburn Hills, and since the city wants more exposure to the Downtown, this could be a win-win. Think of it as not only a great event for gardeners, but also an opportunity to promote what we have here in Auburn Hills.

Mr. Kittle clarified that this isn’t just about cutting the budget. We should be taking a look at the role of the BAC and its purpose. What is the benefit to the City? What was the BAC originally tasked to do? It was originally intended to suggest and actively carry out beautification and anti-blight initiatives and to make recommendations / advise the Environmental Review Board (ERB) relative to development projects. The ERB no longer exists because those functions were incorporated into the City’s planning process.

Ms. Ingram said that the Beautification Award Dinner and the Tree Lighting Event is what drew her to the committee. Part of what the BAC does is social, and social is important. When gardeners attend the PE event, they talk to each other. They come from miles around. That social aspect is also beautification. When we acknowledge the gardeners at the Beautification Awards – and gardening is hard work with the weeding and planting – that is social justice. Ms. Ingram continued that it isn’t always about collecting taxes. We are not a social club. That is not our function, but some of our functions involve social activities.

Ms. Yoskovich said that we do the dinner really well and only City residents benefit from it - but we could scale it back and put that money toward other efforts.
Mr. Kittle insinuated that if the BAC continues doing things exactly the same way that it has been done in the past - the Commission may not be funded at all in the future. The City has increasing demands for infrastructure, senior programs and to improve the quality of life for residents. The City may even have to lay off two firemen in 2019, and if it is a matter of choosing the BAC or firefighters, there is only one decision to make.

Ms. Ingram asked if this issue was formally approved by City Council and Mr. Kittle stated that Council was aware of the direction and it will be dealt with more formally in the summer during budget preparation for 2018.

Ms. Brennan explained that the commission is only being asked to cut spending. The new budget will not limit us if we are creative in our approach to existing and new programs. Look at it as an opportunity to do something new and different. Running the same programs year after year, some of which only benefit a relatively small number of people, is probably not something the city will support going forward. Develop programs that have a discernable positive impact on the community at large, while being more fiscally responsible.

Mr. Kittle suggested the BAC develop a mission statement. For example, “To create an environment of appreciating property values through beautification efforts.” We should begin to encourage residents that don’t keep up their properties since this will help neighborhoods stay viable and increase value and resale/investment. He felt that people who can afford to keep their house and yards beautiful will do it anyway, understanding that it keeps their property value higher and improves curb appeal.

OPEN DISCUSSION – None

CONFIRM NEXT MEETING – March 15, 2017

Meeting adjourned at 7:00pm

Respectfully Submitted,
Elizabeth Brennan
BAC - City Staff Liaison
City of Auburn Hills
Community
Development
INTRODUCTION AND HISTORY

In 2014, City Council approved an inter-local agreement to enter the Oakland County Narcotics Enforcement Team. This team is supported by federal and state grants and civil asset forfeiture dollars derived from the proceeds of criminal enterprises. Part of the funding is a federal grant known as High Intensity Drug Trafficking Area (HIDTA). HIDTA was created by Congress with the Anti-Drug Abuse Act of 1988, and provides assistance to federal, state, local, and tribal law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the US. The Office of National Drug Control Policy (ONDCP) administers this grant program. There are currently 28 HDTAs, which include approximately 16 percent of all counties in the United States and 60 percent of the U.S. population. HIDTA-designated counties are located in 46 states, as well as US territories. The Drug Enforcement Administration (DEA) plays a very active role and has 589 authorized special agent positions dedicated to the program. At the local level, the HDTAs are directed and guided by Executive Boards composed of an equal number of regional Federal and non-Federal (state, local, and tribal) law enforcement leaders.

The purpose of the HIDTA program is to reduce drug trafficking and production in the United States by:
- Facilitating cooperation among Federal, state, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities;
- Enhancing law enforcement intelligence sharing among Federal, state, local, and tribal law enforcement agencies;
- Providing reliable law enforcement intelligence to law enforcement agencies to facilitate the design of effective enforcement strategies and operations; and
- Supporting coordinated law enforcement strategies that make the most of available resources to reduce the supply of illegal drugs in designated areas of the United States and in the Nation as a whole.

HIDTA requires an agreement for the purpose of delineating the relationship and responsibilities regarding the County’s uses of grant funds to reimburse municipalities for overtime expenses that are incurred related to its participation in the Oakland County Narcotic Enforcement Team (“N.E.T.”)

Oakland County submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan HIDTA requesting the ONDCP to grant N.E.T $140,000.00 for the 2017 program year to reimburse N.E.T. participating agencies for eligible law enforcement overtime costs.

The City of Auburn Hills is a sub recipient and therefore must enter into the attached sub agreement with Oakland County.

The attached inter-local agreement has been reviewed by City Attorney, Mr. Derk Beckerleg and found to be satisfactory from a legal standpoint.

STAFF RECOMMENDATION
Staff recommends approval of the 2017 HIDTA Agreement between Oakland County and the City of Auburn Hills.

MOTION
Move to approve the 2017 HIDTA Agreement between Oakland County and the City of Auburn Hills and authorize the Chief of Police to sign the agreement on behalf of the City.
I CONCUR:  

THOMAS A. TANGHE, CITY MANAGER
This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Auburn Hills, 1827 N Squirrel Rd, Auburn Hills, MI 48326, a Michigan Municipal Corporation ("Municipality").

**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 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 ("O.C.S.O.").

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 $140,000.00 for program year (PY) 2017 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime costs. PY 2017 begins January 1, 2017 and ends December 31, 2017.

If ONDCP grants N.E.T. an award for PY 2017, the ONDCP disburses the HIDTA grant funds ("Grant funds") to the Michigan State Police (MSP). To receive the Grand funds, 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 2017 (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.

   2.2. **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
   3.3. 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.

4. **Use of HIDTA Funds.**

   4.1. The total amount of the federal award committed to the Municipality and obligated by this action by the County to the Municipality is **$4,333.00**. Such commitment and obligation 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 $4,333.00 total, for qualifying N.E.T.-related overtime. 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, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2017 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.


6.3. 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. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

   6.5.1. 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).

   6.5.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

   6.5.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.

   6.5.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

   6.5.5. 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.


7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. 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 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:
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, 2017.

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;

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;


16.1.4. 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 Municipalitly 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, Business Manager, 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 Auburn Hills

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.

<table>
<thead>
<tr>
<th>County of Oakland</th>
<th>City of Auburn Hills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lieutenant Brent Miles</td>
<td></td>
</tr>
<tr>
<td>Investigative &amp; Forensic Services Division</td>
<td></td>
</tr>
<tr>
<td>Narcotics Enforcement Team</td>
<td></td>
</tr>
<tr>
<td>Office: 248-858-1722</td>
<td></td>
</tr>
<tr>
<td>Fax: 248-858-1754</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:milesbr@oakgov.com">milesbr@oakgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

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.

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, Michael Gingell, 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: ______________
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: ___________________________ DATE: ______________
Printed Name: 
Title:

2017 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF AUBURN HILLS

Page 9 of 10

Rev. January 2017
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

Version 2017

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 Financial Management System line item budget sheets available from the HIDTA Financial Manager.

Program Year: 2017

Initiative Title: NET - Oakland County Narcotics Enforcement Team

Submitter's Rank/Name: Lieutenant Brent Miles
Submitter's Telephone #: 248-858-1722
Submitter's E-mail Address: milesbr@oakgov.com

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: Oakland County Sheriff Office
Enter Location of Initiative (City): Pontiac

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 Detail 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, 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.  

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 be detailed. Example: Monthly cell phone service for 12 officers @ $100/month 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 application package consists of the INITIATIVE DESCRIPTION AND BUDGET PROPOSAL and the Financial Management System line item budget sheets, which are available from the HIDTA Financial Manager.
Enter Initiative Description and Budget 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 sixteen local police departments, and is partnered with the DEA 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 large Scale DTO style cases and prescription pill cases. NET also commits full time officers to Group 9 of the DEA, and Group 19 of 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. 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 usage is on the rise and 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. Detroit and Flint once again led the state in violent crime in 2015, with Flint topping the list and Detroit at No. 2, according to preliminary annual FBI statistics.

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 Conspiracy Unit that specifically investigates large scale DTO’s. 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 Conspiracy Unit also targets doctors and pain clinics selling prescription drugs directly to users. This crew works very closely with Blue Cross/Blue Shield in identifying targets and fraudulent prescriptions. The 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.
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* if HIDTA funding covers the salary/wages for the listed position.

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Agency</th>
<th>Number of Positions</th>
<th>HIDTA Funded (Yes/No)</th>
<th>Collocated (Yes/No)</th>
<th>Full Time or Part Time</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lieutenant</td>
<td>Oakland County Sheriff Office</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Sergeant</td>
<td>Oakland County Sheriff Office</td>
<td>4</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Deputy</td>
<td>Auburn Hills Police Dept.</td>
<td>7</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Birmingham Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Bloomfield Twp Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Farmington Hills Police Dept</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Farmington City Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Ferndale Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Hazel Park Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Madison Hts Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Rochester City Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Royal Oak Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Southfield Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Troy Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>Waterford Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>West Bloomfield Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Officer</td>
<td>White Lake Police Dept.</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>Oakland County Sheriff Office</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Auditor</td>
<td>Oakland County Sheriff Office</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Property Tech</td>
<td>Oakland County Sheriff Office</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Full Time</td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>Oakland County Sheriff Office</td>
<td>1</td>
<td>No</td>
<td>No</td>
<td>Part Time</td>
<td></td>
</tr>
</tbody>
</table>
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

Enter Number of DTOs Expected to be Disrupted or Dismantled This Program Year: 5

Notes/Additional Information:

DISMANTLED Defined

Enter Number of MLOs Expected to be Disrupted or Dismantled This Program Year: 0

Notes/Additional Information:

SECTION 4: CLANDESTINE LABORATORY CASES

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 This Program Year: 0

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized This Program Year: 0

Enter the Number of Children Expected to be Affected This Program Year: 0

Enter the Number of Meth Labs Expected to be Dismantled This Program Year: 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: 700

Notes/Additional Information:

Case Support:

Enter the Number of Leads Expected to be Referred This Program Year: 40

Refer to definition of a Lead. TF Commanders must maintain and make available to auditors documentation which substantiates Leads referred.

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year: 1

Refer to definition of 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. 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: 450

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year: 300

Notes/Additional Information:

SECTION 6: FUGITIVES

Predict the number of fugitives you expect to arrest for the Program Year. A fugitive is defined as an arrest made pursuant to some type of court-issued paper, such as an arrest warrant, a writ, a pick-up order, etc. Arrests not made pursuant to court-issued paper, such as arrests made on probable cause, should be counted as Arrests in Section 7: Other Outputs of this proposal. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Fugitives Expected to be Arrested This Program Year: 25

Notes/Additional Information:
**SECTION 7: OTHER OUTPUTS**

*Other Outputs* provides a method for initiatives to report and receive *credit* for their activities which do not appear in PMP core tables. Initiatives are not required to provide projections or expected yearly totals for any Mandatory or Other Output.

---

**MANDATORY OUTPUTS**

If your initiative engages in any of the Mandatory Outputs listed in the table to the right, the quarterly counts of those outputs must be reported on the initiative’s *Task Force Quarterly Report*.

**NOTE:** Do not confuse Arrests with Fugitives. Fugitives are reported in *Section 6: Fugitives*. Arrests not made pursuant to court-issued paper, such as arrests made on probable cause, should be counted as the appropriate *type of Arrest* in this section, either as Mandatory or Other.

---

**OTHER OUTPUTS**

Mandatory Outputs as detailed above, need not be selected in the boxes to the right, but must be reported on the *TF Quarterly Report*.

If your initiative engages in non-mandatory types of outputs, listed in non-caps in the drop down boxes to the right, and wishes to report or receive *credit* for those activities, please identify those outputs by entering in the drop-down box to the right.

The count of each Other Output must be reported each quarter on the *TF Quarterly Report*.

Contact the HIDTA if you wish to add an Output which does not appear in the lists to the right.

---

**MANDATORY OUTPUTS**

<table>
<thead>
<tr>
<th>Mandatory Outputs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrests</td>
</tr>
<tr>
<td>Arrests - Drug-Related</td>
</tr>
<tr>
<td>Arrests - Murder Charges</td>
</tr>
<tr>
<td>Arrests - Robbery Charges</td>
</tr>
<tr>
<td>Consent Searches</td>
</tr>
<tr>
<td>Criminal Groups</td>
</tr>
<tr>
<td>Criminal Informants Opened</td>
</tr>
<tr>
<td>Drug-Related Homicide Cases ASSIGNED</td>
</tr>
<tr>
<td>Drug-related Homicide Cases Closed by ARREST</td>
</tr>
<tr>
<td>Indictments</td>
</tr>
<tr>
<td>Pen Registers Installed</td>
</tr>
<tr>
<td>Search Warrants Served</td>
</tr>
<tr>
<td>Surveillances Conducted</td>
</tr>
<tr>
<td>T-III Wiretap Investigations</td>
</tr>
</tbody>
</table>

---

**OTHER OUTPUTS**

<table>
<thead>
<tr>
<th>Other Output:</th>
<th>ARRESTS - DRUG RELATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Output:</td>
<td>CRIMINAL GROUPS</td>
</tr>
<tr>
<td>Other Output:</td>
<td>SEARCH WARRANTS SERVED</td>
</tr>
<tr>
<td>Other Output:</td>
<td>SURVEILLANCES CONDUCTED</td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
<tr>
<td>Other Output:</td>
<td></td>
</tr>
</tbody>
</table>
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 BELOW BOX: By typing my name in the box below, I certify that I received this overtime request from the Requesting Officer, and have reviewed and approved it after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>COMPLAINT #</th>
<th>DATE OT WORKED</th>
<th># OT HOURS WORKED</th>
<th>OT HOURLY RATE</th>
<th>TOTAL ENTRY COST</th>
<th>LOCATION: Address, City/Township/County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.0000</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.0000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.0000</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.0000</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.0000</td>
<td></td>
</tr>
</tbody>
</table>

PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.

1
2
3
4
5

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

Revised January 2017
January 4, 2016

Director Abraham L. Azzam
Michigan HIDTA
28 W. Adams
Suite 400
Detroit, MI

Dear Director Azzam:

Please accept this correspondence as notification of the current pay rate for the listed Public Safety Officer assigned to the Oakland County Narcotic Enforcement Team (NET).

Parent Agency: 
Employee Name/Rank: 
Regular Pay Rate: 
Overtime Pay Rate: 

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

Respectfully,

[Signature]

[Position]

[Exhibit C]
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.

<table>
<thead>
<tr>
<th>DATE</th>
<th>HOURS</th>
<th>OVERTIME</th>
<th>NET#</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/11/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/12/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/13/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/14/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/15/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/01/2016</td>
<td>15:00-23:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/02/2016</td>
<td>15:00-23:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/03/2016</td>
<td>14:00-00:00</td>
<td>2 hour</td>
<td>16-net-419</td>
</tr>
<tr>
<td>08/04/2016</td>
<td>14:00-23:00</td>
<td>1 hour</td>
<td>IR-16-263</td>
</tr>
<tr>
<td>08/05/2016</td>
<td>03:00-07:00</td>
<td>4 hour</td>
<td>IR-16-264</td>
</tr>
<tr>
<td>08/05/2016</td>
<td>15:00-23:00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

APPROVING SIGNATURE: [signature]

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.

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.

<table>
<thead>
<tr>
<th>PAYCODE</th>
<th>ID</th>
<th>HOURS</th>
<th>OT-HOURS</th>
<th>GROSS</th>
<th>YTD</th>
<th>DEDUCTION ID</th>
<th>AMOUNT</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>LONGEVITY_FS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>350.00</td>
<td></td>
<td>FITW</td>
<td>475.02</td>
<td>8,268.40</td>
</tr>
<tr>
<td>SALARY</td>
<td>80.00</td>
<td>7.00</td>
<td>2,832.31</td>
<td>41,499.79</td>
<td></td>
<td>STW</td>
<td>112.08</td>
<td>1,906.87</td>
</tr>
<tr>
<td>TRAINING_FS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>876.23</td>
<td></td>
<td>SSCEC EE</td>
<td>176.08</td>
<td>2,991.56</td>
</tr>
<tr>
<td>SICK PS 07/01</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>625.92</td>
<td></td>
<td>MEDICAIRE EE</td>
<td>41.18</td>
<td>699.64</td>
</tr>
<tr>
<td>F/S SICK PAYOUT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>594.63</td>
<td></td>
<td>DUES PSC</td>
<td>29.63</td>
<td>444.38</td>
</tr>
<tr>
<td>PS SICK GAP</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,879.23</td>
<td></td>
<td>PS HBL VISION</td>
<td>9.13</td>
<td>104.73</td>
</tr>
<tr>
<td>IN LIEU MED_F_S</td>
<td>0.00</td>
<td>0.00</td>
<td>115.38</td>
<td>1,846.08</td>
<td></td>
<td>RETIRE PS OFF</td>
<td>94.37</td>
<td>1,424.49</td>
</tr>
<tr>
<td>LIFE_INS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>8.96</td>
<td></td>
<td>ICMA PONT</td>
<td>117.91</td>
<td>1,959.14</td>
</tr>
<tr>
<td>HOLIDAY</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1,251.85</td>
<td></td>
<td>FLEX_PLAN</td>
<td>98.50</td>
<td>1,576.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SAVINGS PSC</td>
<td>5.60</td>
<td>84.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PNC</td>
<td>647.59</td>
<td>11,474.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PNC</td>
<td>1,000.00</td>
<td>16,588.65</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ALLY</td>
<td>150.00</td>
<td>2,400.60</td>
</tr>
</tbody>
</table>

**Totals:** 80.00 7.00 2,947.69 49,931.76

**Net Pay This Period:** 1,797.59

<table>
<thead>
<tr>
<th>LEAVE BANK</th>
<th>PRIOR_BALANCE</th>
<th>HOURS ACCUED</th>
<th>HOURS LOST</th>
<th>HOURS TAKEN</th>
<th>NEW_BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMP PS</td>
<td>7.50</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.50</td>
</tr>
<tr>
<td>F/Y SICK PAYOUT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>PS KELLY BANK</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>SICK PS 07/01</td>
<td>96.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>96.00</td>
</tr>
<tr>
<td>SICK PS GAE</td>
<td>41.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>41.00</td>
</tr>
<tr>
<td>VAC PS</td>
<td>124.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>124.00</td>
</tr>
</tbody>
</table>

**VOID**

08/12/2016
1,797.59
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager and Doreen E. Olko, Chief of Police
Submitted: March 9, 2017
Subject: Motion: Approving 2017 Medical Marihuana sub-recipient agreement with Oakland County

INTRODUCTION AND HISTORY
In 2014, City Council approved an inter-local agreement to enter the Oakland County Narcotics Enforcement Team. This team is supported by federal and state grants and civil asset forfeiture dollars derived from the proceeds of criminal enterprises. Public Act 84 of 2015 section 902 required the Michigan Department of Licensing and Regulatory Affairs (LARA) to expend funds appropriated by the legislature as medical marihuana operation and oversight grants to county law enforcement agencies. These grants are distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county whose county law enforcement office applied for a grant.

Oakland County was awarded a grant from the State for $342,189.00 in 2017. Oakland County has entered into an agreement with the State of Michigan where the County is eligible to receive reimbursement for qualifying N.E.T. related costs, including overtime. The State requires an agreement for the purpose of delineating the relationship and responsibilities regarding the County’s use of grant funds to reimburse the municipality for overtime expenses that are incurred related to its participation in the Oakland County Narcotic Enforcement Team (“N.E.T.”)

The City of Auburn Hills is a sub recipient and therefore must enter into the attached sub agreement with Oakland County.

The attached inter-local agreement has been reviewed by City Attorney, Mr. Derk Beckerleg and found to be satisfactory from a legal standpoint.

STAFF RECOMMENDATION
Staff recommends approval of the 2017 Medical Marihuana Operation and Oversight Grant sub recipient agreement between Oakland County and the City of Auburn Hills.

MOTION
Move to approve the 2017 Medical Marihuana Operation and Oversight Grant sub recipient agreement between Oakland County and the City of Auburn Hills and authorize the Chief of Police to sign the agreement on behalf of the City.

I CONCUR: ________________________________
THOMAS A. TANGHE, CITY MANAGER
This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Auburn Hills, 1827 N Squirrel Rd, Auburn Hills, MI 48326, a Michigan Municipal Corporation ("Municipality").

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 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 (“O.C.S.O.”).

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 has entered into a Grant agreement (Exhibit A) with the State of Michigan (“State”) where the County is eligible to receive reimbursement for qualifying N.E.T.-related costs, including overtime.

The County intends to use 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** means the 2017 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2017 MMOG-OAKLAND (Exhibit A).

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

   2.1. **Exhibit A** – 2017 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2017 MMOG-OAKLAND.

   2.2. **Exhibit B** – Request for MMOG Overtime Reimbursement (Locals to County).
2.3. **Exhibit C** – Sample Time Sheet.

2.4. **Exhibit D** – Sample Pay Stub/Payroll Report.

3. **COUNTY RESPONSIBILITIES.**

   3.1. The County will reimburse the Municipality, up to **$7,144.00** total, for qualifying N.E.T.-related overtime, as described in the Grant agreement (Exhibit A). Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 4.2. Such reimbursement is also contingent upon the State reimbursing the County under the Grant agreement (Exhibit A).

4. **MUNICIPALITY’S RESPONSIBILITIES.**

   4.1. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:

       a. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

       b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Municipality shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

       c. The Municipality shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

   4.2. To request reimbursement, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than **September 8, 2017**. 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.

       a. A fully completed and signed “Request for MMOG Overtime Reimbursement (Locals to County)” (Exhibit B).

       b. The overtime slips, signed by the officer’s supervisor, that support each “Request for MMOG Overtime Reimbursement (Locals to County)” (Exhibit C).

       c. The payroll report, with rates specified, that support each “Request for MMOG Overtime Reimbursement (Locals to County)” (Exhibit D).
4.3 If the State denies the County’s request for reimbursement under the Grant agreement (Exhibit A) of any money that the County paid the Municipality under this Agreement, the Municipality will refund that money to the County within 45 days of receiving written notice from the County that the State denied reimbursement.

5. **TERM.**

5.1. 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 and any amendments hereto shall end three (3) years from the date the Grant period is closed.

6. **ASSURANCES.**

6.1. 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.

6.2. 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.

6.3. 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.

7. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination shall be clearly stated in the notice.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

16.1. 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, Business Manager, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

16.2. If Notice is sent to the Political Subdivision, it shall be addressed to: **Chief of Police, City of Auburn Hills Police Department, 1827 N Squirrel Rd, Auburn Hills, MI 40220**

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

17. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

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

19. **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, Michael Gingell, 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: ______________
Michael Gingell, 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:
GRANT NO: 2017 MMOG OAKLAND

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
OAKLAND COUNTY SHERIFF’S OFFICE

GRANTEE/ADDRESS:

Michael Gingell
Grant Administrator
Oakland County Sheriff’s Office
1200 N. Telegraph Road, Building 38E
Pontiac, Michigan 48341
Office Number: 248-858-1722
Fax Number: 248-858-1754

GRANT ADMINISTRATOR/ADDRESS:

Kerry Ryan Przybylo
Bureau of Professional Licensing
Department of Licensing and Regulatory Affairs
611 W. Ottawa Street
P.O. Box 30670
Lansing, Michigan 48909
Office number: 517-335-6145
Fax number: 517-241-7535
Email: przybylok@michigan.gov

GRANT PERIOD:

From January 1, 2017 to September 15, 2017

TOTAL AUTHORIZED BUDGET: $342,189.00

Federal Contribution: $
State Contribution: $342,189
Local Contribution: $
Other Contributions: $

ACCOUNTING DETAIL: Index/PCA No.: 68815/75029
GRANT

This is Grant #2017 MMOG OAKLAND between the Department of Licensing and Regulatory Affairs (Grantor), and Oakland County Sheriff’s Office (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to County Law Enforcement Offices is provided for in The Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to law enforcement agencies within each county to be used for education, communication and enforcement of the Michigan Medical Marihuana Act.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee’s Proposal, Attachment A.

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.

B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.

1.3 Payment Schedule

The maximum amount of grant assistance offered is $342,189. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.
Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Reports. The Grantee shall submit to the Grant Administrator 3 performance reports that briefly present the following information:

1. The percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.

2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.

3. A brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

4. A statement concerning any significant deviation from previously agreed-upon Statement of Work.

The reports are due on April 1, 2017, July 1, 2017 and September 15, 2017. Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report form that is to be completed with each report submission.

C. A Final Report is required. The Grantee will do the following:

1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator by September 15, 2017.

2. The final report will include the following information:

   a. A summary of the project implementation plan and any deviations from the original project as proposed.

   b. Accomplishments and problems experienced while carrying out the project activities.

   c. Coordinated efforts with other organizations to complete the project.
d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.

e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.

f. Any experience in applying the project products and anticipated “next steps”.

g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

3. The final report may be combined with the September 15, 2017 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See Section 1.2, Detailed Budget.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.
2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit.

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.
This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees
shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3. General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State’s right to set off any amounts owed by the Grantee for the State’s reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys’ fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Grantee must: (a) cease performance of the Grant Activities immediately, or (b) continue to perform the Grant Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases.

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.
4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

A. The Grantee certifies, to the best of his or her knowledge and belief that:
   1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

   2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   3. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.
4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding.

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee’s employees and any subgrantees. Prior performance does not modify Grantee’s status as an independent Grantee.
4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Shelly Edgerton, Director
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Michael Gingell
Grant Administrator and Chairperson
Oakland County Board of Commissioners

GRANT NO: 2017 MMOG OAKLAND

Revised 10/18/2016
4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State’s right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

[Signature]
Shelly Edgegon, Director
Department of Licensing and Regulatory Affairs
State of Michigan

[Signature]
Michael Gingell
Grant Administrator and Chairperson
Oakland County Board of Commissioners

GRANT NO: 2017 MMOG OAKLAND
EXHIBIT A
Department of Licensing and Regulatory Affairs
Bureau of Professional Licensing

Medical Marijuana Operation and Oversight Grants for County Law Enforcement Offices

2017 Grant Application
Authority: Michigan Medical Marijuana Act
2008 PA 1, Section 6(l), MCL 333.26426

This application must be submitted electronically to Przbylok@michigan.gov at the Bureau of Professional Licensing on or before January 1, 2017.

Section I: Grant Applicant Information
Applicant (Name of County Law Enforcement Office)
Oakland County Sheriff's Office

Federal ID #
38-6004876

Section II: Grant Administrator Information
Name
Michael Spisz
Michael Gingell

Address
1200 N Telegraph Rd, Pontiac

City
Pontiac
State
MI
Zip Code
48341

Area Code/Telephone Number
248-858-4076

Email Address
gingellm@oakgov.com

Section III: Description of Grant Program
Funds must be used for education, communication and enforcement of the Michigan Medical Marijuana Act, 2008 PA 1, MCL 333.26421 to 333.26430. On agency letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact that these funds have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

Section IV: Certification
I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Bureau of Professional Licensing, no later than September 15, 2017. If discretionary grants are awarded to a municipal law enforcement agency or agencies, I further agree to require the receiving municipal law enforcement agencies to provide reports on how the discretionary grants were spent and will include as attachments the municipal law enforcement agency reports to the county report. By signing below I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 902 of PA 268 of 2016.

Signature of County Grant Administrator (Original Signature Required)

Chairperson, Oakland County Board of Commissioners

Date
Dec 08, 2016

September 19, 2016
Medical Marihuana Operation and Oversight Grants for County Law Enforcement Offices: Oakland County

I. Overview

The Oakland County Narcotic Enforcement Team (NET) is a multijurisdictional task force which is designed to integrate federal and local law enforcement agencies for the purpose of identifying, investigating, and prosecuting drug traffickers and to dismantle their organizations. In 1971, participating law enforcement agencies in Oakland County agreed to organize and support, on an inter-agency level, a task force known as the Oakland County Narcotic Enforcement Team.

NET, currently under direction from the Oakland County Sheriff’s Office, has officers from the Oakland County Prosecutor’s Office, and 15 local police departments. The NET Advisory Board meets on a regular basis and helps set policy and direction to the NET task force. NET also assigned two Deputies to two different DEA task force groups as well. These groups bring local officers together to work with DEA agents.

II. Project

One of the goals and objectives of the NET Unit is to monitor compliance with the Michigan Medical Marihuana Act (MMMA). Investigators are tasked with educating patients and caregivers. The NET Unit is also responsible for investigating individuals who manufacture Butane Hash Oil (BHO). This process is extremely dangerous and has caused residential fires and explosions. NET investigators conduct ‘knock and talk’ investigations on marihuana grow operations across Oakland County. During these investigations, patients and caregivers are checked for compliance and educated as needed. NET investigators investigate Drug Trafficking Organizations (DTOs) who violate the Michigan Medical Marihuana Act as well.

NET investigates street level marihuana dealers, mid-level marihuana dealers and large-scale multistate DTOs who smuggle high quality marihuana from California, Colorado, and other states where marihuana has been legalized.

NET is currently devoting its resources to the investigation of Continuing Criminal Enterprises (CCEs). These investigations involve DTOs who operate a criminal enterprise under the guise of the MMMA. The DTOs use marihuana dispensaries/provisioning centers to operate criminal organizations, but are not entities that are in compliance with state and federal law.

III. Coordination with other agencies

Currently, NET works with all local police departments and is responsive to their direct needs. This enables NET to have stronger local ties and provides for better sharing of intelligence information. NET will continue with the operation of street level crews for undercover drug buys and investigations of street level marihuana dealers. NET operates a conspiracy team where intelligence gathered can be turned over for development of investigations and arrests to disrupt and dismantle marihuana DTOs.

The Oakland County Sheriff’s Office will provide the Unit Commander, Deputies, and administrative positions. Additionally, the OCSO will also provide investigative buy funds, confidential informant payments, phones, pagers, vests, vehicles, and all other equipment and supplies needed. The local departments will provide their officer’s salaries, fringe benefits, and other related costs.

NET will further develop a partnership between the Oakland County Sheriff’s
Office, all local police departments, and federal agencies such as the FBI, DEA, and the IRS. The Oakland County Sheriff's Office will take the lead role in the NET Unit, but will follow the direction of the NET Advisory Board which consists of all departments and agencies that provide a full-time officer to NET. NET plans to utilize all resources available, by working closely with the specialized units of the local police departments such as their undercover teams, vice units, and detective bureaus. NET will develop cases and informants with these units to ensure great success. The Unit's partnership with the Oakland County Prosecutor's Office is vital to ensure that cases are developed and prosecuted to the fullest extent under the law. In addition, NET will work with the Deputies assigned to Road Patrol at the various substations to better understand and identify localized drug problems in each jurisdiction. NET's involvement and cooperation with the federal agencies, such as the FBI, DEA, ATF, IRS, and HIDTA, will increase under the OCSO leadership.

OCSO's Commitment to NET:

(1) Lieutenant - Unit Commander
(4) Sergeants - Team Leaders
(5) Deputies - Team Members

(1) Auditor
(1) Technical Assistant
(1) Property Room Technician
(1) Part-Time Office Assistant

The Oakland County Sheriff's Office also provides the NET office, utilities, office equipment, supplies, phones, pagers, computers, cell phones, undercover vehicles, 'buy' money, investigative expenses, and informant fees.

Additional full-time team members assigned from the following municipalities:

City of Auburn Hills - Auburn Hills Police Department
Bloomfield Township - Bloomfield Twp. Police Department
City of Birmingham - Birmingham Police Department
City of Farmington Hills - Farmington Hills Police Department
City of Farmington - Farmington Department of Public Safety
City of Ferndale - Ferndale Police Department
City of Hazel Park - Hazel Park Police Department
City of Madison Heights - Madison Heights Police Department
City of Pontiac - OCSO Pontiac Substation
City of Rochester Hills - OCSO Rochester Hills Substation
City of Rochester - Rochester Police Department
City of Royal Oak - Royal Oak Police Department
City of Southfield - Southfield Police Department
City of Troy - Troy Police Department
Waterford Township - Waterford Township Police Department
West Bloomfield Township - West Bloomfield Township Police Department
White Lake Township - White Lake Township Police Department

IV. Community Impact

Marijuana is the most commonly used illicit drug in the United States. There has been a dramatic increase across Oakland County in the number of people using marijuana. Nationwide, marijuana use has doubled from 2007 to 2013. After alcohol, marijuana has the highest rate of dependence and abuse among all drugs. Marijuana is considered a gateway drug and has been associated with the use of other illicit narcotics.

Marijuana is being smuggled, mailed, and transported into Oakland County from other states on a regular basis. The marijuana is being used and sold as 'medical marijuana', when in reality, the majority of the cases are not for medical purposes.
Marihuana dispensaries in the community have attracted DTOs that are operating under the guise of the MMMA. The dispensaries attract a criminal element in the community and put law abiding citizens at risk. As an example, last year NET investigated a DTO operating four marihuana dispensaries in Oakland and Wayne County. The investigation has revealed an incident involving two employees of the dispensaries who were shot by a rival DTO. One individual was murdered; the other shot several times, but survived. While some dispensaries may operate to serve patients and caregivers, the vast majority operate outside the confines of the MMMA and bring additional criminal activity into the community.

While marihuana laws in the state may be reformed in the future, it remains a Schedule I narcotic and those operating outside of the allowed MMMA act will continue to be a focus of criminal investigations.

V. **Use Of Grant Funding**

**Overtime Reimbursement:** Using the funds received from the grant, NET investigators would be allotted wage and overtime reimbursement which would allow for additional investigative hours. The funds would offset additional hours incurred from labor intensive marihuana investigations. Investigative, administrative, and prosecutorial aspects would be covered by these additional monies. Additionally, during marihuana investigations the cell phones of those involved in the criminal case are examined by the Oakland County Sheriff’s Office Computer Crimes Unit. Due to the large number of phones that are examined for marihuana cases, the overtime hours would also be used for the completion of these exams which is a key component in all NET investigations. The overtime funds will be equally split between all agencies assigned to NET. (See above listed municipalities and Oakland County).

**Surveillance Equipment:** The Funds will also be used to purchase surveillance equipment that will be installed in a previously purchased van. During these complex investigations investigators are sometimes unable to access sensitive locations and the surveillance equipment would prove useful. Using the surveillance equipment during these complex investigations also reduces the need for personnel and greatly reduces overtime costs.

**Helmets:** The funds would also be used to purchase protective helmets to protect officers during high-risk marihuana investigations. It is very common to have guns present during these investigations. The helmets also protect investigators heads and face during searches were marijuana grows are present. In the past, investigators have struck their heads on low hanging lights and equipment normally used to grow marijuana.

VI. **Anticipated Outcome**

The NET Unit will use the additional funds to offset overtime cost and pay for personnel and equipment expenses associated with MMMA violations and marihuana related criminal investigations. Additional hours will allow for more illegal marihuana grow operations to be dismantled.

NET investigators will continue to monitor compliance with the MMMA. Investigators will continue to educate patients and caregivers, enforce criminal laws associated with the MMMA, and criminally prosecute those individuals that are not in compliance. Additionally, investigators will continue to conduct knock and talk investigations on marihuana grow operations across Oakland County. During these investigations, patients and caregivers will be checked for compliance and educated as needed. Additionally, NET will investigate individuals and/or DTOs that are violating the MMMA.
EXHIBIT B
VII. Proposed Initiative Budget

Below is a funding request and proposed spending of the MMMA Grant funds. NET is requesting reimbursement overtime for county and local officers investigating cases involving the illegal distribution of marihuana, marihuana edibles and/or butane hash oil. Funding will also be used to purchase surveillance equipment that will be installed in a previously purchased van. The surveillance equipment would assist investigators with complex MMMA investigations. During these complex investigations, investigators are often unable to access sensitive locations and the surveillance equipment would prove useful. Using the surveillance equipment during these complex investigations also reduces the need for personnel and greatly reduces overtime costs. The grant would further be used to purchase protective Kevlar helmets to keep investigators safe while conducting high-risk operations. The helmets provide protection for the officers and also serve to clearly identify the investigators as law enforcement officers.

VIII. Detailed Spending of MMMA Grant Funds:

(27) Investigators overtime $171,459.00 (O.T. 27 investigators)  
$6,350.00 per investigator  
With 15 different agencies assigned to the NET task force, each having their own pay rate; an estimated rate of $49.50 per hour would provide approximately 128 hours of investigative overtime per investigator.

Surveillance Equipment $134,900.00 (Surveillance Equipment)  
Surveillance equipment for van  
(SEE ATTACHED ESTIMATE)

(30) Sentry XP Helmets $35,830.00 (30 Sentry Helmets)  
30 x $1,194.00 per helmet  
$10.00 for shipping  
Protective Gear for investigators

Total Grant Request: $342,189.00
## Estimate

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/14/2016</td>
<td>5633</td>
</tr>
</tbody>
</table>

### Phone # | Fax # | E-mail           | Web Site
------------|-------|------------------|------------------
(805) 484-9901 | (805) 388-3274 | info@crimepoint.net | www.crimepoint.net |

**Name / Address**

Oakland County Sheriff's Office  
Attn: Lt. Brent Miles  
1200 N. Telegraph, Bldg 38E  
Pontiac, MI 48341

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
</table>
| Surveillance Vehicle     | SURVEILLANCE VEHICLE -- COVERT CARGO VAN PACKAGE B  
Surveillance Vehicle equipment and installation Package B: 2016 Ford Transit or equivalent, standard length and mid-height roof, with IP Complete® Surveillance Vehicle Technology as detailed in attached proposal. Includes one-way vehicle transportation. Options as noted below: | 1   | 88,000.00 | 88,000.00 |
| HERMIT-FPFT-R6           | HermitCam® FPFT front-facing IP camera with Urban Low Light, side window installation and camera mounts: side, rear, side | 3   | 16,500.00 | 16,500.00 |
| PeripherEYE option       | Peripheral awareness upgrade, including PeripherEYE® software and second camera integration | 3   | 3,600.00  | 3,600.00  |
| Paint Can Covert Camera  | Covert paint can IP camera with 360° continuous rotation, 36x optical zoom, Urban Low Light with advanced camera features. Network perimeter security system: (4) b/w pinhole cameras, (2) microphones, (4) licenses for network video recorder, covert ladder rack | 1   | 4,600.00  | 4,600.00  |
| Perimeter System         |                                                                 | 1   | 8,500.00 | 8,500.00 |
| PSS+2                    | Expanded perimeter security system with two additional network cameras. | 1   | 1,200.00  | 1,200.00  |
| CP 12-3000               | 12v air conditioner. Includes 400 amp hour battery bank with Economy Mode™ | 1   | 8,400.00  | 8,400.00  |
| Heater                   | Heater 850 BTU |                                                                 | 1   | 250.00   | 250.00   |
| Cables and connections   | Auto eject power cord |                                                                 | 1   | 650.00   | 650.00   |
| Encoder                  | Auxiliary input panel |                                                                 | 1   | 650.00   | 650.00   |

Prices quoted effective for 60 days.

### Subtotal

### Sales Tax (0.0%)

### Total
Crime Point
938 Verdulera St., Unit B
Camarillo CA  93010

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
<th>Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>(805) 484-9901</td>
<td>(805) 388-3374</td>
<td><a href="mailto:info@crimepoint.net">info@crimepoint.net</a></td>
<td><a href="http://www.crimepoint.net">www.crimepoint.net</a></td>
</tr>
</tbody>
</table>

Name / Address
Oakland County Sheriff's Office
Attn: Lt. Brent Miles
1200 N. Telegraph, Bldg 38E
Pontiac, MI 48341

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Terms</th>
<th>FOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2% 10 Net 30</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Warranty: The specialized equipment shall be warranted to be free from defects in material or workmanship under normal use and service. All conversion work is warranted for a minimum of 24 months. Manufacturer's emergency technical support available 24/7.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prices quoted effective for 60 days.

Subtotal $132,200.00

Sales Tax (0.0%) $0.00

Total $132,200.00

Signature
Crime Point's history of innovation and customer service began in 2000. Our surveillance vans have come with features years ahead of the competition for the last ten years: a trend continuing with the 2016 models. While most surveillance vehicle companies are integrators, combining security and off-the-shelf components, Crime Point has chosen to design and manufacture products specific to law enforcement. The results are the most efficient vans with the best return on investment for our customers. New for 2016 is a completely molded interior for a clean, easier to maintain environment; separated surveillance crew compartment with increased environmental efficiency and comfort; serviceable equipment area.

**History of Innovation**

- **2005:**
  - 1st generation 12 volt air conditioner (more efficient than systems requiring a 110-volt inverter)
  - Non-line-of-sight remote control – single radio bi-directional encrypted digital radio (most vans, if remotely controlled, required line-of-sight and microwave with control on different frequency ranges resulting in either control or video monitoring, but not both.)
- **2006:**
  - Integrated 3G remote monitoring and camera control
  - Motorized track option
- **2007:**
  - IP Periscope Conversion kit to control periscopes through the Internet (introduced NATIA)
- **2008:**
  - SUV/Minivan removable console
  - 2nd Generation 3000 BTU 12 volt air conditioner
- **2009:**
  - 1st Generation virtual Front Pivot/Front Tilt Hermit Cam (smaller window portal for concealment)
  - Introduced Flex™ series of Network Video Recorders
- **2010:**
  - Self-contained Grab and Go™ surveillance briefcase – alternative to built in workstations and ideal for upgrades
- **2011:**
  - Simplified QuickGlance™ control dashboard for system management and control
- **2012:**
  - IP Audio control system
- **2013:**
  - Economy Power™ to combine battery banks and increase operating time when vehicle used as drop system
- **2014:**
  - Remote power monitoring
  - Advanced Urban Low Light: True low light capability and light control in urban settings
- **2015:**
  - Divided operator/electronics compartments with molded interiors
Urban Low Light: HermitCam® engineered for easy operator control in challenging lighting conditions.

Software: Enhanced Quick Glance™ dashboard specifically for surveillance vans includes the ability to monitor power sources during operations from inside the van or anywhere in the world, including the ability to combine surveillance and environmental battery banks for longer operations.
- Local and remote real time status/monitoring
- Displays Battery Status/Voltage
- Displays Modem Status, WAN IP Address, Signal Strength
- Displays System Uptime
- Displays Remaining Hard Drive space for installed Hard Drives
- Enables TLS encryption for ALL HTTP traffic to and from system
- Enables various password transmission methods for all HTTP traffic
- Provides Single Portal for User Password and Access Management
- Includes Operator Help function to Quickly train new operators on system functions
- Accessible via all major Web Browsers
- Recording software, camera(s), WAN IP address, voltage, system uptime, single page user access panel. System to include operator "help" function for component use and explanation, accessible through most widely used web browsers.

**Engineering and production expertise:** When technical support is needed Crime Point has the answers in the office. We either manufacture the hardware and software, or fully understand and have access to the source for quick, timely answers. We carefully choose our integrated products based not only on their promises, but on their ability to provide us with solutions when problems arise. Our technical support is 24 hours; we work when you do.

**Product Support:** Crime Point Systems are designed with reliability and ease of use in mind. Lighted fault indicators assist our highly skilled, 24 hour, technical support team with quick diagnostics, allowing officers to resume critical operations as soon as possible. The technical support staff is regularly engaged with the in-house engineering staff to ensure product support issues are addressed quickly and thoroughly.
Oakland County Sheriff's Office

2016 Cargo Van Surveillance Platform

Covert Ford Transit (Full Size) Contractor Van

Standard installation:

**Operational Area Modification:** All modifications and related accessories shall be installed to the highest commercial standards and in accordance with applicable U.S. federal regulations in effect at the time of manufacture. Upon completion of all modifications, the vehicle shall be certified to be in compliance with all FMVSS as prescribed by Title 49 DFR Part 567 for Crime Point supplied vehicles.

<table>
<thead>
<tr>
<th>Item</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Crew Compartment: PVC Molded and insulated walls and ceiling with recessed lighting. Floor: ¾&quot; plywood with support stringers and panel insulation between stringers. Floor covered with industrial flooring with the following specifications: Ribbed, non-slip pattern</td>
</tr>
<tr>
<td></td>
<td>• .07&quot; base thickness</td>
</tr>
<tr>
<td></td>
<td>• Fire retardant PVC construction</td>
</tr>
<tr>
<td></td>
<td>• Meets following safety standards or regulations</td>
</tr>
<tr>
<td></td>
<td>o Federal Safety Standard #302</td>
</tr>
<tr>
<td></td>
<td>o GM9070P flammability test DNI (does not ignite or support combustion during or after ignition)</td>
</tr>
<tr>
<td></td>
<td>o Ford specification BO-116-03 (interior vehicle applications)</td>
</tr>
<tr>
<td></td>
<td>o Asbestos and lead free</td>
</tr>
<tr>
<td></td>
<td>o Hardness Shore A 81 (+/- 3) ASTM D-2440</td>
</tr>
<tr>
<td></td>
<td>o Brittle Point, -35°C ASTM D-746</td>
</tr>
</tbody>
</table>

2 Electronics Compartment: Electronics located in rear compartment,
|   |   | further efficiency), isolates an area of the vehicle which in previous designs was unusable and wasted environmental agency, and mounts electronics in user friendly, serviceable areas.  
|   |   | • PVC molded interiors wipe clean, reducing dust/germs
| 3 | Front Surveillance Compartment Partition: Aluminum framed insulated partition with easy glide sliding doors, light tight one behind the front seats. |   |
| 4 | Equipment Compartment (Center) Partition: Aluminum framed insulated partition with easy glide sliding doors, light tight separating front and rear compartments. |   |
| 5 | Doors: The surveillance cabin doors shall be insulated where possible and covered by molded door panels |   |
| 6 | Camera connection panels: Camera connection panels with power and network jacks shall be located at all surveillance compartment windows. | Industry standard (not proprietary) connections are used throughout the van. Standard size DC Barrel jacks and RJ45 connections, allowing many products to be integrated as they become available
| 7 | Workstation: Fold out Keyboard / Mouse platform for each seat | By removing the workstation from the confined operating area, operator comfort is increased, fatigue is reduced. Seats manufactured in the United States and selected specifically for comfortable, extended seating.
<p>| 8 | Seating: (2) forward facing adjustable seats with monitors on opposite walls. |   |
| 9 | Electrical: Installed components shall be capable of native 12 volt operation including all surveillance and environmental components (monitors and optional projector excluded) | Native 12 volt systems are more efficient than systems powered by an inverter, resulting |</p>
<table>
<thead>
<tr>
<th>10</th>
<th>Electrical Power Monitoring: Due to size and weight limitations, the status of the battery is vital information which should be readily accessible to the operator in the vehicle, as well as remote operators who may have deployed the system and are monitoring it remotely. The battery status to include voltage and power draw shall be accessible via digital readout and through the network.</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>DC Power Distribution: DC power distribution, management, monitoring, and fault indication from visual inspection, monitors in the van, or through any network connection through IP Quick Glance software including voltage status and low battery warning.</td>
</tr>
<tr>
<td></td>
<td>o DC outlets</td>
</tr>
<tr>
<td></td>
<td>o Lights</td>
</tr>
<tr>
<td></td>
<td>o Environmental</td>
</tr>
<tr>
<td></td>
<td>o Ventilation</td>
</tr>
<tr>
<td></td>
<td>o Radio (agency supplied)</td>
</tr>
<tr>
<td></td>
<td>o Spare</td>
</tr>
<tr>
<td></td>
<td>• Each component shall be individually fused</td>
</tr>
<tr>
<td></td>
<td>• All fuses shall be mounted in a single location</td>
</tr>
<tr>
<td></td>
<td>• Each fuse shall have an LED fault indicator</td>
</tr>
<tr>
<td>12</td>
<td>All wiring DC surveillance circuit wiring shall be routed through wire channels where practical to allow replacement and upgrade without removal of walls or covers</td>
</tr>
<tr>
<td>13</td>
<td>Lighting: General cabin lighting:</td>
</tr>
<tr>
<td></td>
<td>• (3) red and (3) white energy efficient LED lights shall be installed in the ceiling. The lights shall have dedicated, recessed mounting boxes with wiring run through small conduit to allow service of wires should that ever become necessary</td>
</tr>
<tr>
<td></td>
<td>• (2) workstation lights</td>
</tr>
<tr>
<td>14</td>
<td>Ventilation:</td>
</tr>
<tr>
<td></td>
<td>Surveillance Crew area: Fresh air ventilation system, inaudible from the outside.</td>
</tr>
<tr>
<td></td>
<td>Electronics Area: Temperature controlled ventilation of electronics compartment area</td>
</tr>
<tr>
<td>2015/16 Contractor-Style Surveillance Van</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Batteries: 400 AGM amp hour battery bank, expandable to 800 amp hours (see air conditioner under options). The system shall be capable of a minimum 8 hours continuous operation with both monitors, the network video recorder(s), and camera(s), and associated equipment operating when the batteries are fully charged.</td>
</tr>
<tr>
<td>16</td>
<td>Battery Charging: A minimum 70 amp hour smart battery charger installed for both the surveillance and air conditioning battery bank, and per manufacturers specifications be operable from a single 120 volt/20 amp outlet.</td>
</tr>
<tr>
<td>17</td>
<td><strong>Surveillance System:</strong> The surveillance system shall have a primary and backup network video recorder to manage all recording and system functions. Includes installation of agency-supplied body wire receiver.</td>
</tr>
<tr>
<td>18</td>
<td>Monitors: (2) minimum High Resolution flat screen display monitors Wide Viewing Angle High Contrast Ratio and Brightness</td>
</tr>
<tr>
<td>19</td>
<td>Modem: Ruggedized 3G/4G cellular modem</td>
</tr>
</tbody>
</table>
| 20 | **Primary Network and backup Video Recorder:**  
- MJPEG network video recorder  
- Quick Glance software  
- Customized hardened operating system  
- 500 GB (optional 1TB) internal hard drive  
- Minimum 3Ghz Dual Core processor Minimum 2GB ram (expandable to 16GB)  
- Home page with integrated system selection  
- 12 volt  
- Standardized camera control  
- Fault Management alerts users to potential problems immediately  
- Crime Point "Enhanced Export" function with video/audio export crossover  
- "Easy Default Button" | The "Quick Glance" software provides comprehensive system status and information on a single screen, with shortcuts to network components. All cameras are controlled through a similar web page, reducing user workload and confusion. Crime Point "Enhanced Export" software makes it easier than ever for users to export and store video containing crucial
<table>
<thead>
<tr>
<th>Surveillance System Options</th>
<th>Evidence. &quot;Easy Default Button&quot; allows users to easily reset camera and/or recording software to default settings to restore operational status after user errors</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 Medium height roof option (recommended with FPFT only camera option)</td>
<td>Extended height offers more graphics options and raises the FPFT camera over most vehicles.</td>
</tr>
<tr>
<td>22 High roof option</td>
<td>Extended height offers more graphics options and raises the FPFT camera over most vehicles.</td>
</tr>
<tr>
<td>23 HermitCam® FPFT camera with rear door camera station. Camera portal no larger than 2x3” allowing a full 70° pan range.</td>
<td>Advanced Urban Low Light</td>
</tr>
<tr>
<td>24 Additional camera station (two recommended with FPFT-only camera option. One on each side of raised-height towards rear of vehicle. Includes video portal.)</td>
<td>Periscope cameras are good for long distance, but are not useable for close surveillance. The small portals (with graphics for concealment) provide a wider field of view than periscope cameras, and can be used in place of periscope cameras with raised roof options.</td>
</tr>
<tr>
<td>25 Additional FPFT HermitCams (two recommended with FPFT-only camera option.)</td>
<td>Pre-mounted cameras on rear/sides eliminate need for operator(s) to manually position cameras to new windows.</td>
</tr>
<tr>
<td>26 PeripherEye® option to HermitCam®</td>
<td>Increases situational awareness while providing complete perspective and</td>
</tr>
<tr>
<td>27</td>
<td>Covert Paint Can HermitCam® 360° for front seat</td>
</tr>
<tr>
<td>28</td>
<td>Roof-mount covert camera (IP periscope or equivalent)</td>
</tr>
</tbody>
</table>
| 29 | Perimeter Monitoring system:  
Roof Ladder Rack: An IP Complete® Ladder Rack or similar in appearance to commercial systems (mid-height package precludes ladder rack):  
- (4) supports attached to the roof/sidewall joint of the van  
- (2) 1" square aluminum crossbars  
- A 6" PVC pipe shall be centered and mounted on the crossbars  
  (2) weather resistant microphones shall be installed to monitor the immediately surrounding area  
Primary power distribution in the module must be with dedicated PCB board technology to reduce wiring and potential for failure from road shock and vibration  
- Minimum 4 perimeter cameras, minimum color/black and white, shall be mounted in the rack supports  
The cameras shall be installed on a machined bracket that allows adjustment with a standard flat blade screwdriver for left/right and up/down adjustment  
The camera bracket shall be constructed from aluminum, and designed to prevent camera dislocation caused by road shock and vibration  
The cameras shall be minimum .05 lux in black/white mode  
Fan mounted with each camera directed to blow air towards the lens when there is condensation  
2 Microphones shall be mounted on opposing ladder supports for monitoring the exterior of the van  
Functional Ladder: One (1) 16’ 2 piece, fiberglass, extension ladder shall be added to the driver’s side of the ladder rack. The ladder rack shall be secured on the driver’s side with a purpose designed commercially available lock and weatherproof padlock. | Covert ladder rack system not suitable for mid- to high-roof models. Modified perimeter security system to include concealed (4) b/w pinhole cameras, (2) microphones, (4) licenses for network video recorder. |
| 30 | Additional (2) Perimeter cameras mounted concealed in (2) additional ladder rack supports | Provides near continuous 360° perimeter monitoring. |
| 31 | Air conditioner: Air conditioning shall meet the following specifications:  
- Native 12 volt power  
- Minimum 3000 BTU  
- Additional 400 amp hour AGM battery bank with operator selectable battery bank combiner to extend operations where air conditioner is not being used. | Battery combiner allows surveillance and environmental battery bank to be combined to extend operations. Separate “smart” |

2015/16 Contractor-Style Surveillance Van  
Page 9
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Capable of 6 hours continuous operation (no thermostatically controlled or intermittent operation required to achieve operating time)</td>
<td>battery combiner to monitor battery bank charging from shore power or alternator. Combines battery banks and powers only components required for autonomous operation to increase battery operating time to in excess of 4 days.</td>
</tr>
<tr>
<td>- R134</td>
<td></td>
</tr>
</tbody>
</table>

32 Windows: (Optional) Factory option rear door windows. An acrylic insert shall be installed on the rear windows to allow full view of the window area by the window mount PTZ camera (separate option) in black/white during daylight conditions and in evening conditions when there is sufficient light is available in the observed area. For color or extreme low light a small removable portal will be installed that allows use of the PTZ camera through the standard van window. A cloth cover will be provided to cover the back of the camera when being used through the portal.

When lighting conditions allow, an optional PTZ camera can be mounted at the rear window. By not using a large camera "portal" which can be easily silhouetted, the camera is less likely to be observed.

33 Optional Auxiliary Input Panel: 1 auxiliary input panel for external audio and video

Allows use of existing analog camera in agency inventory

34 Heated Surveillance Crew Seats

35 Heater: 850 BTU electric heater

Uses environmental Battery Bank during cold season

36 Auto Eject Shore Power Cord

Automatically ejects charging cord when engine is turned on

37 Battery Charger Upgrades to 30 amp circuit or multiple battery chargers. Requires consultation with building maintenance prior to order

Reduces overall charge time from approximately 12 hours

38 Custom graphics

39 Safety:
Environmental Monitoring: A carbon monoxide detector
Fire Extinguisher

Safety Features

2015/16 Contractor-Style Surveillance Van
<table>
<thead>
<tr>
<th>40</th>
<th>Security System</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>Training: Training shall include 1 day of training at agency location within 30 days of delivery, with remote web training available as needed after delivery during the warranty period.</td>
</tr>
<tr>
<td>42</td>
<td>Delivery: The vehicle shall be delivered by car carrier or agency-supplied transport.</td>
</tr>
<tr>
<td>43</td>
<td>Warranty: The specialized equipment shall be warranted to be free from defects in material or workmanship under normal use and service. All conversion work is warranted for a minimum of 24 months.</td>
</tr>
</tbody>
</table>

Documentation: The following documentation shall be supplied at time of delivery:

- One set of component manuals and warranty cards
- One set of interior drawings
- One wiring ledger
- Network information for all installed components

Crime Point does not contract critical transportation services through brokers, but directly with an insured carrier specializing in high-security vehicle delivery. enclosed with door-to-door service (no open carrier or vehicle transfer between trucks) and on-line tracking.
State of Michigan
Department of Licensing and Regulatory Affairs
Bureau of Professional Licensing

Exhibit B
2017 MMOG OVERTIME
REIMBURSEMENT AGREEMENT

Request for MMOG Overtime Reimbursement (Locals to County)

**OVERTIME FOR MARIHUANA INVESTIGATIONS ONLY**

<table>
<thead>
<tr>
<th>OFFICER'S RANK AND NAME</th>
<th>LAW ENFORCEMENT AGENCY NAME</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK FORCE MAILING ADDRESS</th>
<th>TASK FORCE ORI NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200 N. Telegraph Rd, Bldg 38 East, Pontiac, MI 48341</td>
<td>MI6397597</td>
</tr>
</tbody>
</table>

I certify the below overtime hours were worked by eligible personnel, on marihuana-related investigations, on the dates/hours and at the pay rates stated, and that all expenses claimed are in compliance with the conditions of Michigan Grant 2017 MMOG OAKLAND.

REQUESTED BY (Officer's Signature) APPROVED BY (Supervisor's Printed Name and Signature)

<table>
<thead>
<tr>
<th>DATE OF OVERTIME</th>
<th>NUMBER OF OVERTIME HOURS WORKED</th>
<th>SALARY OVERTIME RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

MMOG Overtime Reimbursement to Locals charged to 27323-4030901-110090-731465 GR 784
Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with MMOG. The overtime rate should also be included unless provided in the paystub or payroll report.

<table>
<thead>
<tr>
<th>DATE</th>
<th>HOURS</th>
<th>OVERTIME</th>
<th>NET#</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/11/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/12/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/13/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/14/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/15/2016</td>
<td>08:30-16:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/01/2016</td>
<td>15:00-23:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/02/2016</td>
<td>15:00-23:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/03/2016</td>
<td>14:00-00:00</td>
<td>2hour</td>
<td>16-net-419</td>
</tr>
<tr>
<td>08/04/2016</td>
<td>14:00-23:00</td>
<td>1hour</td>
<td>IR-16-263</td>
</tr>
<tr>
<td>08/05/2016</td>
<td>03:00-07:00</td>
<td>4hour</td>
<td>IR-16-264</td>
</tr>
<tr>
<td>08/05/2016</td>
<td>15:00-23:00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

APPROVING SIGNATURE: ____________________________

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.

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 Stub Details

<table>
<thead>
<tr>
<th>Pay Code</th>
<th>Hours</th>
<th>OT Hours</th>
<th>Gross</th>
<th>YTD</th>
<th>Deduction ID</th>
<th>Amount</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>LONGEVITY_FS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>350.00</td>
<td>FITW</td>
<td>475.02</td>
<td>8,268.40</td>
</tr>
<tr>
<td>SALARY</td>
<td>80.00</td>
<td>7.00</td>
<td>2,832.31</td>
<td>41,499.79</td>
<td>STTW</td>
<td>112.08</td>
<td>1,906.87</td>
</tr>
<tr>
<td>TRAINING_FS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>876.23</td>
<td>SSSCSE_EE</td>
<td>176.08</td>
<td>2,991.56</td>
</tr>
<tr>
<td>SICK PS 07/01</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>625.92</td>
<td>MEDICARE_EE</td>
<td>41.18</td>
<td>699.64</td>
</tr>
<tr>
<td>F/Y SICK PAYOUT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>594.63</td>
<td>UNKS_PSO</td>
<td>29.63</td>
<td>444.38</td>
</tr>
<tr>
<td>FS SICK GAP</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,879.25</td>
<td>PS_HFL_VISION</td>
<td>9.13</td>
<td>104.73</td>
</tr>
<tr>
<td>LN_LIEU_MED_P_S</td>
<td>0.00</td>
<td>0.00</td>
<td>115.38</td>
<td>1,846.08</td>
<td>RETIRE_PS_OFF</td>
<td>84.97</td>
<td>1,424.49</td>
</tr>
<tr>
<td>LIFE_INS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>8.96</td>
<td>HCM_A_CENT</td>
<td>117.91</td>
<td>1,959.14</td>
</tr>
<tr>
<td>HOLIDAY</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1,251.85</td>
<td>FLEX_PLAN</td>
<td>98.50</td>
<td>1,576.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SAVINGS_PSO</td>
<td>5.60</td>
<td>84.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PNC</td>
<td>647.59</td>
<td>11,474.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PNC</td>
<td>1,600.00</td>
<td>16,588.65</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ALLY</td>
<td>150.00</td>
<td>2,400.00</td>
</tr>
</tbody>
</table>

**Totals:**

<table>
<thead>
<tr>
<th>Hours</th>
<th>OT Hours</th>
<th>Gross</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.00</td>
<td>7.00</td>
<td>2,947.69</td>
<td>49,931.76</td>
</tr>
</tbody>
</table>

**Net Pay This Period:**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1,797.59</td>
</tr>
</tbody>
</table>

### Leave Details

<table>
<thead>
<tr>
<th>Leave Bank</th>
<th>Prior Balance</th>
<th>Hours Accrued</th>
<th>Hours Lost</th>
<th>Hours Taken</th>
<th>New Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMP_PS</td>
<td>7.50</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.50</td>
</tr>
<tr>
<td>F/Y SICK PAYOUT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>FS KELLY BANK</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>SICK PS 07/01</td>
<td>96.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>96.00</td>
</tr>
<tr>
<td>SICK PS GAP</td>
<td>41.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>41.00</td>
</tr>
<tr>
<td>VAC_PS</td>
<td>124.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>124.00</td>
</tr>
</tbody>
</table>

**New Balance:**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1,797.59</td>
</tr>
</tbody>
</table>

---

****VOID**********VOID**********VOID**********CHECK STUB REPRINT*****
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager and Doreen E. Olko, Chief of Police.
Submitted: March 9, 2017
Subject: Motion: 2017 Liquor License Renewals.

INTRODUCTION AND HISTORY
This is the time when City Council reviews all On-Premises Liquor Licenses within the City for renewal. If the City wishes to object to the renewal of a license, the Michigan Liquor Control Commission (MLCC) must receive the written objection at least 30 days prior to the expiration date of April 30th, 2017. Upon receipt of an objection from the City, the MLCC will hold an Administrative Revocation Hearing to determine if the license should be renewed or not. By State law and local ordinance the only liquor licenses that need to be renewed by City Council and the MLCC are those businesses that serve alcohol for consumption on premises.

To insure the close monitoring of LCC licenses, City Council has enacted Chapter 6 of the Code of Ordinances, “…to regulate and establish procedures and standards for liquor licensing in the City of Auburn Hills.” Pursuant to this ordinance, license holders pay a renewal fee to the City and are inspected by the Police, Fire, and Building Departments. The Fire Department found some minor violations at licensed liquor establishments within the City and is working with the businesses to correct the issues. The Building Department also found some minor violations and they too are working with the businesses to correct these violations. Both departments recommend approval for all establishments.

Beyond the physical inspection performed by the Police Department, we also check our computer records for the number of calls for service at each establishment and the nature of the requests. The Police Department determined that no establishments had substantial problems with the frequency or nature of calls for service. In 2016, the Police Department conducted two (2) under age controlled buy enforcement operations. During the sting operations, three (3) of our Class C establishments furnished alcohol to a minor. As part of the follow-up, the establishment was referred to the TIPS program (Training for Intervention Procedures), which educates bartenders and wait staff on how to recognize intoxicated individuals and what actions they are to take if they are confronted with intoxicated persons on their premises. The Hyatt Place Hotel, Olive Garden, and AMC Theatre all declined the offer of TIPS training and elected to train their staff in-house. Our officers continue to work with area hotels and motels during prom month to prevent underage drinking at those establishments.

LICENSES OF SPECIAL NOTE
There are six (6) Class C On-Premise licenses in escrow:

<table>
<thead>
<tr>
<th>LICENSEE</th>
<th>DBA</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Blue Ribbon Holdings</td>
<td>Max and Erma’s</td>
<td>4255 Baldwin Rd</td>
</tr>
<tr>
<td>TIFA</td>
<td>NONE</td>
<td>3350 Auburn Rd</td>
</tr>
<tr>
<td>Broadstone Land LLC</td>
<td></td>
<td>4698 Baldwin Rd, Ste A-903</td>
</tr>
<tr>
<td>DDM22 Auburn Hills, LLC</td>
<td>Ciccarelli’s- Transfer Pending</td>
<td>3880 Lapeer Road</td>
</tr>
<tr>
<td>TSFR Apple Venture LLC</td>
<td>Applebee’s</td>
<td>750 Brown Rd</td>
</tr>
<tr>
<td>Gary Yeomans</td>
<td>NONE</td>
<td>1451 Opdyke (old Mt. Jacks)</td>
</tr>
</tbody>
</table>
LIQUOR LICENSE VIOLATIONS – 3 YEAR HISTORY

According to the MLCC and a database maintained by City departments, the following establishments have received violations:

<table>
<thead>
<tr>
<th>Establishment</th>
<th>Date and Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfoccino</td>
<td>3/3/15- Failed to Provide proof of TIPS training - Fined</td>
</tr>
<tr>
<td>Applebee’s #8076</td>
<td>12/18/14- Sale to Minor - Fined</td>
</tr>
<tr>
<td>AMC Theatre</td>
<td>5/12/16 – Sale to Minor - Pending</td>
</tr>
<tr>
<td>Bar Louie</td>
<td>12/17/13 - Sale to minor - Fined</td>
</tr>
<tr>
<td>Buddy’s</td>
<td>7/15/15 - Sale to minor - Fined</td>
</tr>
<tr>
<td>Courtyard Marriott</td>
<td>12/18/14 – Sale to Minor - Fined</td>
</tr>
<tr>
<td>Hyatt Place Hotel</td>
<td>12/7/16 – Sale to Minor – Pending</td>
</tr>
<tr>
<td>Parkside Tavern</td>
<td>9/21/15 – NSF Check to LCC - Fined</td>
</tr>
<tr>
<td>On The Border</td>
<td>3/15/16 – Failed to provide proof of TIPS Training – Fined</td>
</tr>
<tr>
<td>Olive Garden</td>
<td>5/23/13- Sale to minor- Fined</td>
</tr>
<tr>
<td></td>
<td>8/26/14- NSF Check to LCC</td>
</tr>
</tbody>
</table>

LICENSES ELIGIBLE FOR RENEWAL

The following licensed establishments have met all requirements for license renewal in accordance with Police, Fire and Building department inspections and have all paid the annual license renewal fee:

 Alfoccino’s  
 AMC Theatre Great Lakes 25  
 American Legion Post #143  
 Applebee’s #5860  
 BD’s Mongolian Barbeque  
 Bar Louie  
 Buddy’s Pizza  
 Callahan’s Neighborhood Bar & Grill  
 Chili’s  
 Ciccarelli’s Sports Bar  
 Crown Plaza Hotel  
 Courtyard by Marriott  
 Fieldstone Golf Club  
 Fran O’Brien’s  
 German American Club  
 Hoops  
 Hyatt Place Hotel  
 Joe’s Crab Shack  
 Lelli’s  
 Longhorn  
 Makimoto  
 Miyako  
 Hilton (Motor City Hotel)  
 Olive Garden  
 On The Border  
 Palace  
 Rain Forest Cafe  
 Rangoli Indian Cuisine  
 Sonesta  
 The Hub Stadium  
 TGI Friday’s

Attached is the City Treasurer’s report on the status of all outstanding taxes, utilities or license renewal fees. The information contained in this memo is as of 3/9/2017.

STAFF RECOMMENDATION

Staff recommends renewal of all liquor licenses for those establishments listed above that have met the City’s requirements. The below listed licenses are not recommended for approval as they have unpaid fees from one or more of the following; taxes, water bill, or renewal fees:
MOTION
Move to recommend approval of the annual liquor licenses of those establishments that have met the licensing requirements of the City; and that a public hearing be scheduled for Monday, March 27th, 2017 to consider evidence regarding the recommendation of non-renewal of a liquor license to those establishments who have not met the City’s requirements.

I CONCUR:

[Signature]

THOMAS A. TANGHE, CITY MANAGER
The following establishments have not met the requirements for license renewal due to non-payment of renewal fees, water/sewer fees, and/or taxes.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Real Property Taxes as of 03/09/17</th>
<th>Personal Property Taxes as of 03/09/17</th>
<th>Prior Year Personal Winter/Summer</th>
<th>Total Taxes Due</th>
<th>License Renewal Fees</th>
<th>Water &amp; Sewer*</th>
<th>Total Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duffy's Irish Pub</td>
<td>-</td>
<td>-</td>
<td>$294.58</td>
<td>$551.94</td>
<td>-</td>
<td>$2,481.06</td>
<td>$3,033.00</td>
</tr>
<tr>
<td>Logan's Roadhouse</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,538.89</td>
</tr>
<tr>
<td>MEX Cantina</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Parkside Tavern</td>
<td>$10,527.55</td>
<td>$9,360.13</td>
<td>$1,023.06</td>
<td>$21,804.51</td>
<td>$250.00</td>
<td>$1,561.89</td>
<td>$23,616.40</td>
</tr>
<tr>
<td>Red Ox</td>
<td>$252.07</td>
<td>-</td>
<td>$12.88</td>
<td>$264.95</td>
<td>-</td>
<td>-</td>
<td>$264.95</td>
</tr>
<tr>
<td>Romano Macaroni Grill</td>
<td>-</td>
<td>-</td>
<td>$33.50</td>
<td>$33.50</td>
<td>-</td>
<td>-</td>
<td>$33.50</td>
</tr>
</tbody>
</table>

*Note: Status as of 03/09/17

Grand Total Delinquencies $28,736.74

*Does not include the current billing cycle. Current billing cycle due 3/15/17.
AM General, LLC selected Auburn Hills as the new site for its engineering and technology center, investing $9.5 million and creating 55 new jobs, according to a statement by the Michigan Economic Development Corporation. The manufacturer of commercial and defense vehicles, including the Hummer, will move its engineering, technology and prototype development from its current center in Livonia, where it has been for 30 years.

The company was awarded a $1.4 million Michigan Business Development Program performance-based grant for the project.

The new site will house engineering and advanced technology offices and prototype development that meet U.S. Department of Defense (DoD) security requirements.

AM General chose Auburn Hills over a competing site in Indiana although the company’s headquarters, military and commercial assembly plants and proving grounds are in South Bend, Indiana.

The site will provide a strategic location for the company, according to Steve Arwood, CEO, Michigan Economic Development Corporation.

"Proximity to the U.S. automotive research hub, a range of engineering and design talent, along with a network of manufacturers and

---

**AM General**

*FROM PAGE 1*

auto suppliers closed the deal and proves there’s no better place for a commercial and defense vehicle manufacturer than Michigan," Arwood said in the statement.

Andy Hove, AM General’s president and CEO said, “Throughout our evaluation process, it was critical for us to find a location that supported our unique needs, gave us great access to both defense and commercial customers, as well as continued access to a talented workforce to meet our future growth needs.”

For more information, visit amgeneral.com.

— Kathy Blake, The Oakland Press
NOTICE
CITY OF AUBURN HILLS
BOARD OF REVIEW MEETING

Notice is hereby given to all persons liable to assessment for property taxes in the City of Auburn Hills, County of Oakland, State of Michigan that the 2017 Assessment Roll will be subject to review and inspection by the Board of Review which will meet according to the following schedule. All meetings will be held at the City Hall, 1827 N. Squirrel Road, Auburn Hills, MI 48320.

March 7, 2017
9:00 a.m. Organizational Meeting Only
(Administrative Conference Room)

March 13, 2017
9:00 a.m. to 12 Noon & 1:00 p.m. to 4:00 p.m.
(Administrative Conference Room)

March 14, 2017
2:00 p.m. to 5:00 p.m. & 6:00 p.m. to 9:00 p.m.
(Administrative Conference Room)

All meetings are held in compliance with Public Act 267 of 1976 (aka: Open Meetings Act)

OFFICIAL ASSESSMENT PROTESTS WILL BE HEARD ON AN APPOINTMENT BASIS. Please call the assessing department at (248) 370-8436 to schedule an appointment if you wish to appear before the Board of Review. Written letters of appeal, in lieu of a personal appearance, will be accepted if addressed to the Board of Review at the address of the city and RECEIVED BY THE ASSESSOR'S OFFICE PRIOR TO 3:00 P.M. MARCH 13, 2017.

NOTE:
• FAXED LETTERS AND/OR EMAILED LETTERS OF APPEAL WILL NOT BE ACCEPTED.
• AN AUTHORIZATION LETTER IS REQUIRED FOR ANY INDIVIDUAL THAT APPEALS ON BEHALF OF A PROPERTY OWNER.

Commercial, Industrial and Developmental Real and Personal Property Owners, per Public Act 174 of 2006, can appeal their assessments directly to the Michigan Tax Tribunal. You do not have to appear before the March Board of Review. A written petition must be filed with the tribunal on or before May 31, 2017.

Any questions regarding the value placed on your property may be reviewed with the Assessing Department prior to the meetings of the Board of Review.

Tentative 2017 equalization ratios and estimated factors for each class of property are as follows:

<table>
<thead>
<tr>
<th>Class of Property</th>
<th>Ratio</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>50.00</td>
<td>1.0000</td>
</tr>
<tr>
<td>Industrial</td>
<td>50.00</td>
<td>1.0000</td>
</tr>
<tr>
<td>Residential</td>
<td>50.00</td>
<td>1.0000</td>
</tr>
<tr>
<td>Commercial Personal</td>
<td>50.00</td>
<td>1.0000</td>
</tr>
<tr>
<td>Industrial Personal</td>
<td>50.00</td>
<td>1.0000</td>
</tr>
<tr>
<td>Utility Personal</td>
<td>50.00</td>
<td>1.0000</td>
</tr>
</tbody>
</table>

By: William Griffin
City Assessor

Published February 27, 28 & March 1, 2017
Brown Road construction expected to begin in summer

By Andrea Peck, apeck@digitalfirstmedia ,, @AndreaPeck24 on Twitter

Tuesday, March 7, 2017

A project to widen Brown Road in Orion Township from three lanes to five lanes will move forward on schedule, officials recently announced.

Here are a few quick facts about the widening:

• The project is expected to start in July.

• Brown Road between Baldwin Road and Joslyn Road will be widened to five lanes.

• The road project will enable a new Menard’s store to move forward with a proposed spring 2018 opening.

The Orion Township Board of Trustees voted in 2016 to create a Corridor Improvement Authority, which will finance the project by using 50 percent of the taxes generated by increases in property values for the next 20 years.

The other 50 percent will go to the township, county and other taxing authorities.
Good Afternoon Officer Eftink,

Friday will be 2 years since my Mom (Shirley Crisp), nephew (Brandon Crisp) and sister (Tabby LaFrance) were headed to Ford hospital to be with my sister and never made it due to the accident they were in. Your amazing police and rescue team saved my mother along with taking care Brandon and Tabby. Mom is finally remembering things that occurred in the months that followed but she could always remember the team working so expeditiously to remove her from the car and get her to the hospital.

For those that were part of this wonderful operation you all know that the accident was on Monday March 3rd. Mom had hundreds of stiches in her head and her left ear lobe was reattached. She also had vertebrae C1 & C2 broken, multiple fractures of the clavicle and multiple fractures of ribs 3-6 on the left side. With all these injuries she was release that Friday. You did read that right – she only spent 4 days in the hospital. She had physical therapy for 2 weeks and occupational therapy for 3 weeks. I was able to spend 6 weeks with her to help in any way she needed and to run back and through the end of March I would run back and forth and go sit for a few hours by my sisters bedside. I always knew my mom was strong but never knew to what extent until we went through the healing process together.

Not a day goes by that our family does not thank GOD and pray to keep you all safe. Everyone who worked so diligently to make sure mom survived saved our family from a double funeral as we lost my sister on March 29, 2015.

Everyone’s work during the investigation has helped mom bring as much closure as possible. The one thing she will not have closure on is not being able to be by her daughters bedside while she was in the hospital. We were able to get her to the hospital to say her good-byes.

Being that Friday is the 2 year anniversary I would like to send pizza’s or doughnuts to the office for everyone. I was wondering what I would need to do and how much I should order.

Thank you all for being my families angels.
Jill

Jill Crisp
City of Oakdale
Utility Billing Clerk
651-730-2710 (PH)
651-734-2619 (fax)
Office Hours
M-F 8:00am - 4:30pm CST
jill.crisp@ci.oakdale.mn.us
PONTIAC

DISTRICT DECLARES: 'SAVE OUR SCHOOLS'

Pontiac Schools Superintendent Kelley Williams speaks to the crowd at the "Save Our Public Schools" community meeting at Newman A.M.E. Church in Pontiac on Tuesday. Pontiac High School and Walt Whitman Elementary School are in danger of being closed.

District, supporters hold meeting on two potential school closures in city

By Natalie Broda
@NatalieBroda on Twitter

Pontiac school officials and supporters are looking to make the case for two schools targeted for closure in the district to remain open.

Pontiac High School, the only high school in the district, along with Walt Whitman Elementary School are on the state's list of 38 schools that could potentially be closed. Schools that fall below the fifth percentile of the state's top-to-bottom ranking list based on performance are placed on priority status. They are also required to create improvement plans. Pontiac High has been on priority status since 2010, while Whitman has been on the list since 2012.

Administrators and district supporters are asking the School Reform Office to make a decision on closure not based solely on test scores, and to consider the demographics of the district and the progress made thus far to close the achievement gap.

The needle is moving in the right direction.

State Rep. Tim Greimel speaks at the "Save Our Public Schools" community meeting Tuesday.
right direction under the district's Blueprint Rapid Turnaround Model, according to Pontiac Schools Superintendent Kelley Williams, such as graduation rates increasing from 55 percent to 69 percent over the past three years.

However, if one or both of those schools were to close, Williams stated recently that the district would be unable to "operate to balance (the) budget without them." Together they account for 1,420 students out of 4,300 in the entire district, with 860 students at Pontiac High and 560 at Whitman. The district receives $7,500 per student from the state.

**Who we serve**

At a recent "Save Our Public Schools" community meeting held at Newman A.M.E. Church, 233 Bagley St. in Pontiac, Williams defended the work the district has done over the past several years to close the achievement gap, citing hardships within the district's demographics as one reason why the gap might not be closing fast enough for the School Reform Office.

Williams has served as superintendent for Pontiac schools since September of 2013. She was also interim assistant superintendent of curriculum and instruction for Pontiac Schools in 2010 and elementary curriculum supervisor from 2008 to 2010.

"We serve 29 percent English language learners, making us the fourth highest in the state of Michigan to do so. That requires additional resources, so you take that $7,500 and start subtracting," Williams said.

"Do we have the resources? No, but we're still moving the needle. Twenty-one percent of our students are special education stu-
dents and require some form of transportation or resources in the classroom."

Williams continued, discussing how the district must also offer wrap-around services for students with needs such as uniforms or food, with about 80 percent of parents in the district making about $21,000 annually.

"With our geographic layout, we're separated by several highways. We have to service more buses because the students are not in the parameter for walking. We spend $1.5 million in transportation. Take into consideration who we are serving and why the needle isn't moving rapidly."

**Quick facts on the district**

- The district entered into a consent agreement with the state in 2013 to reduce its deficit and improve academic performance.
- The deficit has been reduced by 51 percent in that time, from $51.7 million to $25 million.
- Residents passed a sinking fund in March of last year to levy 2.87 mills, or $2.87 on each $1,000 of taxable valuation, for a period of five years, 2016 to 2020, generating approximately $35 million for maintenance and repair on Pontiac School District buildings.
- Most of those buildings are more than 50 years old;
- The dropout rate has decreased from 25 percent in the 2012-13 school year to 14 percent in the 2014-15 school year;
- ACT composite score increases from 780 in the 2013-14 school year to 817 in the 2015-16 school year;
- Percentile ranks have gone up for every elementary and Pontiac High School since 2013;
- Alcott Elementary School and Herrington Elementary School were both released from priority status this year;
- Owen Elementary School would have been released from priority status, however, the school only had a 92.5 percent participation rate in all required state assessments to exit priority status.
- State Rep. Phil Pavlov, R-St. Clair and chairman of the Senate Education Committee, recently introduced Senate Bill 27 to repeal the law that gives the reform office the power to close poorly performing schools.

State Rep. Tim Greimel also spoke at the recent community meeting of about 100, touching on funding inequities between Pontiac and its neighboring communities and the boom of charter schools in the area.

"The systematic dismantling of public education is disheartening," Greimel said. "We have unfettered expansion of charter schools and I have nothing against schools of choice in some fashion or charter schools operating, but we see hundreds of them popping up around the state and they're performing worse (than their public school counterparts).

Other speakers included Pontiac Mayor Deidre Waterman; Steve Cook, president of the Michigan Education Association; Brenda Carter, president of the Pontiac School Board of Education; Donald Weatherspoon, consultant to the Pontiac superintendent; Aimee McKeever, president of the Pontiac Education Association; Rick Traisor, secretary and treasurer of the Michigan Education Association; and Wanda Cook-Robinson, superintendent of Oakland Intermediate School District—all in support of keeping the schools open.

Gov. Rick Snyder recently announced that the School Reform Office and Michigan Department of Education need more time to determine the best course of action for the 38 schools on the state's potential closure list, pushing the decision deadline to May.
Two new shoe stores, an athletic apparel specialty shop and one new entertainment attraction will open at Great Lakes Crossing Outlets in Auburn Hills in the coming months.

Vans and Shoe Carnival, both footwear companies, will open in the mall this spring. The Vans Outlet will occupy 5,000 square-feet in district eight, making it the first outlet store for Vans in Michigan according to a release from the mall.

A New Balance Factory Store will open in April in district three with a 4,200 square-foot shop selling athletic footwear, apparel and accessories, including apparel for tennis and training. New Balance has 60 other factory stores across North America.

Round 1 Bowling and Amusement

Michigan’s first Round 1 Bowling and Amusement is set to open in the mall this fall with construction currently underway at district five.

The entertainment center will replace Sports Authority, which went out of business this past summer.

With 59,071 square-feet of space, Round 1 will offer bowling, billiards, darts, karaoke, ping-pong, dining and arcade games, including exclusive Japanese video games.

Round 1 started in Japan in 1980 when its founder took over an abandoned skating rink, transforming the space into an entertainment complex. The company has 105 venues throughout Japan and began expanding its business to the United States in 2001 with 13 venues in the country currently, according to Takafumi Mizuno, marketing manager for Round 1.

The Great Lakes Crossing location is part of an aggressive marketing plan for Round 1, with plans to open 50 stores in the states by 2020.

“Japan has a lot of arcade games that are really unique, like rhythm games. We do have typical arcade games but some of the machines are imported from Japan, they are really unique,” Mizuno said.

Aside from regular bowling, Round 1 also offers a game every hour called “Moonlight Striking.” Staff turn down the lights and turn up the music as everyone on a lane throws their ball at once. Those who get a strike receive a prize.
A changing landscape

The addition of Round 1 follows suit with the trend of adding more to the mall than just shopping and dining experiences. Great Lakes Crossing Outlets is already home to two other well-known entertainment brands, Sea Life Michigan Aquarium and the Legoland Discovery Center Michigan.

RELATED: See photos from the newest exhibit at Sea Life.

RELATED: Meet Carr, the rescued sea turtle.

“This is a trend in the industry. Back in my day, malls were all basically clothing stores and shoe stores with a couple of restaurants and a food court. Now we have evolved and you have to have more than that. You can’t just have stores,” Steve Barlow, general manager at Great Lakes Crossing Outlets said.

The push for added entertainment value in malls is directly linked to the battle for a costumer’s time and cash. Malls are competing directly with the world of online shopping, which has exploded in popularity over the last decade.

On average, patrons spend about three hours in Great Lakes Crossing Outlets, which is above industry average according to Barlow.

“Those days of malls being just about shopping are gone. There are shopping centers that will continue to close. Unless they reinvent themselves, they won’t make it."

Other developments at the mall include the addition of 13 tech-tables with charging ports and new high-tech strollers that include a tablet for children to watch while parents shop. Great Lakes Crossing Outlets is also in the process of switching over to LED lighting.

“Everything that is happening here, there is nothing like it in Michigan, or northern Indiana or northern Ohio. Even in portions of Ontario there is nothing like it. If you want to see anything like (Great Lakes Crossing Outlets) you would have to go to Chicago,” Barlow said.
Jersey Mike’s Subs to open in Auburn Hills

Monday, March 6, 2017

Jersey Mike’s Subs is opening in Auburn Hills, March 8. The new Auburn Hills restaurant is located at 2041 N. Squirrel Road. Franchise owners Bob Middleton, Carl Chandler, and William Biga III are hosting a grand opening and sub fundraiser Wednesday- Sunday, March 8-12 to benefit Oakland Christian School and Rogers Elementary School.

The restaurant is circulating 15,000 coupons offering a free regular sub for a minimum $1 contribution to the schools, with the coupon.

The new shop will also be participating in the 7th Annual Jersey Mike’s Month of Giving, to benefit Children’s Miracle Network at Beaumont Children’s Hospital. Throughout March, customers can make a donation at local Jersey Mike’s Subs to benefit the Children’s Miracle Network. On March 29, local Jersey Mike’s restaurants will donate 100 percent of the day’s sales to Children’s Miracle Network. Jersey Mike’s locations nationwide, will donate 100 percent of sales to nearly 150 different charities on March 29.

The Auburn Hills shop is the 16th location for Middleton, Chandler, and Biga. They also have two locations in Rochester Hills as well as locations in Birmingham, Bloomfield Township, Chesterfield, Farmington Hills, Macomb, Madison Heights, Lathrup Village, Novi, Shelby Township, Sterling Heights, Troy, West Bloomfield Township and Grand Rapids locations in Kentwood and Walker.

“We are always excited about new Jersey Mike’s Subs locations because it gives more customers in Michigan the opportunity to try us” said Middleton.

The Auburn Hills location is open 10 a.m.-9 p.m. daily.

The restaurant franchise, known for its fresh grilled subs, has more than 1,500 locations open or under construction nationwide.

For more information, visit [www.jerseymikes.com/mog](http://www.jerseymikes.com/mog).

— Kathy Blake, The Oakland Press

Jersey Mike’s Subs to open in Auburn Hills
a full vetting of the new legislation and open dialogue and debate throughout the process. This will happen for the next couple of weeks so everyone knows what is in it before we vote on it.

"People have got to try and stop stirring the pot of human emotion. The fear of losing healthcare is something we should not threaten people with. We are not going to be pulling out the rug from under people.

"The hope is there is going to be a transition period of two to three years so that no one is left behind. The plan is to ensure that those that have a healthcare plan will still continue to have one moving forward. The discussion right now is how do we pay for it? The first proposal has been a refundable tax credit that provides funding for those that don't currently have it."

---

NATASHA BROWN – THE OAKLAND PRESS

---

NOTICE OF MEETING TO HEAR OBJECTIONS TO APPORTIONMENT OF COST OF ABOVE INTRA-COUNTY DRAIN PROJECT

NOTICE IS HEREBY GIVEN, that the cost of the Clinton River Water Resource Recovery Facility which consists of an intra-county drain project, consisting of biosolids handling and drainage receiving facilities to extend and improve the existing City of Pontiac Wastewater Treatment Facility for the treatment of sanitary sewage, to be located at the site of the Auburn Wastewater Treatment Plant in the City of Pontiac, Michigan, has been tentatively apportioned as follows, to wit:

Public Corporation

City of Auburn Hills 6,110.44
Charter Township of Independence 3,804.21
City of Lake Angelus 9,000.00
Village of Lake Orton 8,081.00
Charter Township of Oakland 1,276.96
Charter Township of Orion 4,938.74
Charter Township of Oxford 1,847.70
Village of Oxford 5,656.68
City of Pontiac 31,720.37
City of Rochester Hills 2,705.50
City of Rochester 10,661.60
Charter Township of Waterford 17,305.00
Charter Township of West Bloomfield 7,863.19

NOTICE IS FURTHER GIVEN, that the Drainage Board for the Clinton River Water Resource Recovery Facility, will meet at 2 p.m., Eastern Daylight Time, on Tuesday, the 28th day of March, 2017, at the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 65 West, Waterford, Michigan, for the purpose of hearing any objections to the said apportionment.

NOTICE IS FURTHER GIVEN, that the plans, specifications and estimate of cost of the Clinton River Water Resource Recovery Facility and also, a description of the area to be served, are on file in the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 65 West, Waterford, Michigan. The estimated cost of the drain project is $36,602,246, but the apportionment percentages as finally established by the Drainage Board may vary from the actual cost of the aforementioned portions of the drain project when finally completed.

NOTICE IS FURTHER GIVEN, that at said hearing any public corporation to be assessed, or any taxpayer thereof, will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after consideration of all objections to the apportionment the Drainage Board shall determine whether the apportionment fairly reflects the benefits to accrue to each public corporation and the extent to which each public corporation contributes to the conditions which make the drain project necessary. If the Drainage Board determines that the apportionment is equitable, it will enter a Final Order of Apportionment confirming the apportionment. Section 460 of Act No. 40, Public Acts of Michigan, 1968, as amended, provides that the Final Order of Apportionment shall not be subject to attack in any court, except by proceedings in abatement brought within 20 days after the order is filed in the office of the Oakland County Water Resources Commissioner, the Chairperson of the Drainage Board for the Clinton River Water Resource Recovery Facility, One Public Works Drive, Building 65 West, Waterford, Michigan, and that if no such proceedings shall be brought within said 20 day period the legality of the assessment for the drain shall not thereafter be questioned in any suit for tax or in equity, either on jurisdictional or nonjurisdictional grounds.

NOTICE IS FURTHER GIVEN, that if the Drainage Board enters the Final Order of Apportionment one or more special assessment rolls shall be assessed and the estimated cost of the drain project against the public corporations in accordance with the confirmed apportionment will be proposed and presented to the Drainage Board for approval. The Drainage Board then intends to issue bonds of the Clinton River Water Resource Recovery Facility Drainage District in one or more Recovery Facilites Drainage District in one or more Recovery Facility of said assessments and the interest thereon. Each public corporation shall be obligated to pay sufficient taxes to pay the assessment installments and interest as the same becomes due unless there has been set aside enough moneys sufficient thereof.

This notice is given to and for the benefit of the aforesaid public corporations and all taxpayers thereof by order of the Drainage Board for the Clinton River Water Resource Recovery Facility.

Jim Rash
Chairperson of said Drainage Board

Dated: February 28, 2017

Published March 7 & 8, 2017
Build new homes in Royal Oak are being issued each year, but city elected officials insist builders have to do a better job of maintaining their work sites to lessen the impact on neighbors.

“It’s unbelievable what some builders have tried to get away with,” said City Commissioner Dave Poulton.

He and fellow Commissioner Jeremy Mahle have led an effort to increase requirements on builders operating in Royal Oak with an updated building ordinance.

They also want to see stricter enforcement of violations at building sites.

“People are going to know what the ordinance is and they are going to comply with the ordinance,” Poulton said.

Commissioners last month directed city staff to compare Royal Oak codes for builders to those of Birmingham and other cities. Several City Commissioners have said they have seen first-hand what they call messy and unsafe conditions around some sites.

A new ordinance is in the process of being drafted by Royal Oak last updated its building ordinance in 2015, when the city enacted requirements that orange snow fencing be placed around site boundaries and open excavations be cov-

CITY OF AUBURN HILLS
NOTICE

To all property owners, agents, and occupants, notice is hereby given to all persons owning or occupying any property within the City of Auburn Hills that pursuant to Ordinance No. 769, it shall be the duty of such owners or occupants to keep all grass cut below a height of eight (8) inches on improved property and all grass, rank vegetation, and noxious weeds below sixteen (16) inches on unimproved property, for a depth of ten rods (165 feet), or the depth of the property, whichever is the lesser, between May 1st and October 15th. All such properties shall include the streets lying between the curb and sidewalk or the drainage course paralleling the street where there is no curb abutting such properties. Cutting the grass and weeds at least once every four (4) weeks shall be determined in compliance with the provisions of this ordinance. If the provisions of this ordinance are not complied with, the City shall cause such grass and weeds to be cut and the actual costs of such cutting or destruction plus administrative costs for inspection and for other additional costs in connection therewith shall be charged to the property owner, and if necessary collected as a tax lien as is provided by law against the property.

Published March 6, 7, 8, 9 & 10, 2017

Stand Out! Let Home Sellers and Buyers know you are the best!

Be our Featured Realtor and reach thousands of our readers.

Our Featured Realtor Special Section will be publishing in The Oakland Press on Sunday, March 19.

Take advantage of this great deal to be featured in full color print for a great value.

This section is only printing once, so don’t miss this opportunity to stand out!

Deadline: Wednesday, March 15th, 2017
If you’d be interested in being one of our Featured Realtors, contact Crystall Covington at 248-253-8361 or e-mail ccovington@newspaperclassifieds.com

SOLD

If you’d be interested in being one of our Featured Realtors, contact Crystall Covington at 248-253-8361 or e-mail ccovington@newspaperclassifieds.com
Board of Trustees vote for additions, traffic rerouting

By Natalie Broda

Oakland University's Board of Trustees voted recently to add 660 parking spaces on campus and reroute traffic in the beginning of fall.

The announcement comes on the heels of a parking count conducted by the Oakland University Police Department each year.

Some of those results were:

- During the fall of 2015, parking was at 95 percent capacity.
- In fall of 2016, parking was consistently near or at 100 percent capacity, meaning about 200 cars were circling the campus for parking during busy hours on average.
- According to studies conducted by the university, the goal for capacity should be 90 percent.
- Seven locations were selected for expansion or redevelopment with a planned investment of approximately $7.2 million. Plans are also

Parking

FROM PAGE 1

In the works to construct a roundabout at the intersection of Pioneer Drive and Meadow Brook Road to decrease congestion entering and exiting the campus.

There are 21 lots used for student parking on campus, with the new construction adding two more.

"It's a common thing for students to identify parking as a problem," Zack Thomas, student body president for the Oakland University Student Congress said. "We're at 99 percent congestion and sometimes we hear of people circling campus for more than half an hour to find a spot.

The proposed work will include the addition of extra security cameras as well as landscape improvements, sidewalk improvements and site lighting.

Pat Engle, associate vice president of facilities management at Oakland University, said construction will begin in May with plans to be finished by the first week of classes this fall. Originally, nine lots were planned for redevelopment but two were removed from the list to lessen the environmental impact.
### Planning Commission Public Notice

**Meeting Date, Time, and Location:**
Wednesday, March 15, 2017 at 7:00 p.m.
City of Auburn Hills - City Council Chambers
1827 N. Squirrel Road, Auburn Hills, MI 48326

**Project Name:** Five Points Community Church

**General Property Location:**
2335 N. Squirrel Road, 3375 E. Walton Blvd., and 3411 E. Walton Blvd.
Sidewall Nos. 14-12-376-001, 14-12-376-006 and 14-12-376-009

**Applicant:** Matt Vetter, Cunningham-Limp Company
248-489-3300

**Nature of the Request:** Recommendation to City Council for Special Land Use, Site Plan and Tree Removal Permit approvals to construct a building addition.

**City Staff Contact:** Shawn Keenan, AICP
Assistant City Planner - 248-364-6926

---

**Meeting Date, Time, and Location:**
Wednesday, March 15, 2017 at 7:00 p.m.
City of Auburn Hills - City Council Chambers
1827 N. Squirrel Road, Auburn Hills, MI 48326

**Project Name:** Rapid Shred

**General Property Location:**
2171 and 2181 North Opdyke Road
Sidewall Nos. 14-14-151-024 and 14-14-151-025

**Applicant:** Scott Dennis, Rapid Shred - 616-735-2900

**Nature of the Request:** Recommendation to City Council for approval of rezoning of parcels 14-14-151-024 and 14-14-151-025 from B-2, General Business to I-1, Light Industrial District or any other appropriate zoning district.

**City Staff Contact:** Shawn Keenan, AICP
Assistant City Planner - 248-364-6926

---

Notice will be sent via U.S. Mail to properties within 1,000 feet of the site. The proposed application is available for inspection prior to the meeting at the Community Development Department, located in the municipal campus at 1827 N. Squirrel Road, Auburn Hills, MI 48326, during regular City business hours.

Persons wishing to express their views may do so in person at the meeting, or in writing addressed to the Planning Commission c/o Shawn Keenan, Assistant City Planner at the above address.

Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk’s Office at 248-370-9402 or the City Manager’s Office at 248-370-9440 - 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.

Notice will be sent via U.S. Mail to properties within 1,000 feet of the site. The proposed application is available for inspection prior to the meeting at the Community Development Department, located in the municipal campus at 1827 N. Squirrel Road, Auburn Hills, MI 48326, during regular City business hours.

Persons wishing to express their views may do so in person at the meeting, or in writing addressed to the Planning Commission c/o Shawn Keenan, Assistant City Planner at the above address.

Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk’s Office at 248-370-9402 or the City Manager’s Office at 248-370-9440 - 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.

Published February 27, 2017
<table>
<thead>
<tr>
<th>Ordinance #17-885</th>
<th>Text Amendment to the Zoning Ordinance No. 372 An ordinance amending Article IV, R-1A, R-1B, R-1C, R-1, R-2, R-3, and R-4 One Family Residential Districts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance #17-886</td>
<td>Text Amendment to the Zoning Ordinance No. 372 An ordinance adding Section 1836, Universal Design and Visitability.</td>
</tr>
<tr>
<td>Ordinance #17-887</td>
<td>Text Amendment to the Zoning Ordinance No. 372 An ordinance amending Section 1830, Planned Unit Development Option.</td>
</tr>
<tr>
<td>Ordinance #17-888</td>
<td>An ordinance amending Chapter 50, Parks and Recreation, of the Auburn Hills City Code authorizing City Council to issue a permit to allow the consumption of alcoholic beverages during approved city sanctioned events in city parks and city facilities.</td>
</tr>
<tr>
<td>Ordinance #17-889</td>
<td>An ordinance amending Chapter 10, Amusements and Entertainments, of the Auburn Hills City Code authorizing City Council to issue a permit to allow the sale of alcoholic beverages during approved city sanctioned events in city parks and city facilities.</td>
</tr>
</tbody>
</table>

Terri Kowal, City Clerk  248.370.9402  www.auburnhills.org

Complete text is available in the Clerk's office during regular business hours.

Published March 06, 2017
Sea Life welcomes new Octopus’ Hideout creatures, five tanks added

By Natalie Broda, nbroda@digitalfirstmedia.com, @NatalieBroda on Twitter

Monday, February 27, 2017

Sea Life Michigan at Great Lakes Crossing Outlets in Auburn Hills has opened its newest exhibit, Octopus’ Hideout, featuring five new tanks and six highlighted sea creatures.

The exhibit, on display for the rest of the year, is meant to give visitors a chance to learn about creatures that octopuses interact with in their natural habitat such as the ghost shrimp or sea hare or those in the same family as the octopus such as the cuttlefish, wunderpus and nautilus.

RELATED: Check out photos from the new exhibit.

“We have two exhibits about how they live and an octopus garden of live coral as well as animals that look like an octopus, but aren’t,” Kelli Cadenas, curator at Sea Life said. “We’ll use this exhibit as a tool year round.”

The exhibit will also include a breeding program. Sea Life Michigan currently has one octopus as a part of its shipwreck-themed exhibit.

Here’s some quick facts about octopuses and other creatures in the exhibit:

• Depending on the species, an octopus can live anywhere from six months to five years.

• Octopuses only breed once in their lifetime and don’t look after their young.

• The nautilus and octopus share the same class, known as cephalopod, but a nautilus can live up to 100 years.

• The nautilus will fill its shell with gas to float up to shallower areas for hunting.

Sea Life Michigan is open at the mall, 4000 Baldwin Road in Auburn Hills, everyday at 10 a.m. with closing times depending on mall hours.
Suspect arrested after Auburn Hills barricaded gunman situation, school lockdown

By John Turk, The Oakland Press

Monday, March 6, 2017

A suspect was taken into custody on Monday in Auburn Hills, three hours after creating a barricaded gunman situation with a revolver inside a local man’s home and near a local school, police say.

Authorities are now seeking charges and expect to arraign the man — whose name has not yet been released — on Tuesday in district court.

Auburn Hills Police Lt. Casimir Miarka said while the situation was handled without incident, the investigation remains open.

“Our biggest concern was making sure the kids in the school were safe and as you can see (the sheriff’s SWAT team) showed up when they did,” said Miarka, “so we can’t thank them enough.”

Oakland County Sheriff Michael Bouchard, whose office provided specialized SWAT teams, said he’s happy the situation is resolved peacefully.

“Everyone did a great job keeping the situation contained to protect the neighborhood and the school,” said Bouchard.

“(The suspect) wanted to come out and get killed ... (and) our negotiators were able to calm him down.”

News outlets learned about the incident at around 10:51 a.m., a short while before R. Grant Graham Elementary School in Auburn Hills went on lockdown due to a nearby barricaded person.

Police said the man was knocking on homes in the 500 block of Provincetown, near Ashburnham Street, and a neighbor called police about the suspicious situation. She said the suspect knocked on her front door, and when she did not answer, he went to the back door and tried getting inside.

Police arrived on the scene and saw the suspect. They stopped him, but he fought with officers and broke free. The man — who officials later said was armed with a revolver — locked himself inside an empty home on Ashburnham, causing the barricaded gunman situation. A tracking dog team tracked the suspect to the home.
The Oakland County Sheriff’s Office SWAT team was called to the home, and a short time later, negotiators were able to get the man to come out of the home.

One officer suffered a minor injury during the foot chase, but no one else was injured in the incident. The suspect was taken into custody without further problems. The homeowner was not home during the situation, police say.

Bianca Wilson, 16, who had just come home from Avondale High School with her sister, Brianna, and a friend, wasn’t able to go to her home on Provincetown due to the situation.

She said she was initially worried for her mother, and sad because she was unable to get home.

“I feel sad for the families (in the neighborhood),” she said.

But afterward, Wilson was relieved, and glad she could go home and eat dinner with her family.

The suspect in the early evening was still in interviews with officers, said Auburn Hills’s Miarka, who added the suspect is known to police in the area and had a revolver on him during the incident.

“We don’t have any concrete answers yet, but our assumption is that he was knocking on doors to see if anyone was home, and was trying to gain entry if there was no one around,” said Miarka.

“We had a previous issue with him last summer, as well.”

Anyone with information is asked to call the Auburn Hills Police Department at 248-370-9460.

— Local News Editor Julie Jacobson Hines contributed reporting
Troy-Avonale wins Great Lakes League Championship

The Troy-Avonale gymnastics team won the Great Lakes League Championship last week, recording a total of 141.4 to win the competition. Those on the team placing in the All-Around competition in their respective divisions were Lana Meaders, Madison Darish, Noelle Kaminski, Adelyn Schmidt and Simrun Jassal.
With tax cut bill dead, lawmakers eye other bills to ease burden

By Kathleen Gray
Detroit Free Press Lansing Bureau

LANING — A cut to the individual income tax from 4.25% to 4.5% may have died in the state House of Representatives on Thursday as a 5-5 vote, but other lawmakers introduced a number of bills last week that would lower the burden on Michigan residents.

The bills would remove the increase in vehicle registration fees that were passed last year to help pay for road improvements, increase the personal exemption on state income taxes from $4,000 to $6,000, and establish tax credits for people who make improvements to their homes, making them more accessible.

All the bills were introduced by Democrats, who are in a distinct disadvantage because Republicans hold a 63-47 majority. But both Republicans and Democrats have introduced several bills already this year that would eliminate the income tax on pensions that was approved by the Legislature in 2011.

After the defeat of the income tax cut last week, it’s uncertain what direction future tax proposals will take.

Another bill introduced last week is a familiar plea to maintain the fireworks law that was passed in 2012, allowing individuals to set off commercial-grade fireworks. The law has been changed to limit the explosions to the 10 federal holidays, as well as the day before and after the holiday.

But every year, local communities plead with their legislators to change the law even further and allow them to set more stringent guidelines. The resulting bills have not gotten a vote in the Legislature.

Bills introduced last week:

House bills
HB 4254: Provide for per-pupil funding formula based on the greater of current year or prior pupil count. Sponsor: Rep. Abdullah Hammoud, D-Dearborn.
HB 4255-4256: Require the reduction of air pollution emission standards during certain months and restrict emission standards during thermal inversions. Sponsors: Reps. Abdullah Hammoud, D-Dearborn, Stephanie Chang, D-Detroit.
HB 4258: Require an air pollution impact student and consideration of cumulative pollution levels before issuing air quality permits. Sponsor: Rep. Stephanie Chang, D-Detroit.
HB 4260: Specify youth sports’ training programs to have written clearance forms regarding concussions and length of time before a return to athletic activity. Sponsor: Rep. Sheldon Neeley, D-Detroit.
HB 4264: Increase the personal exemption on income taxes from $4,000 to $6,000. Sponsor: Rep. Tim Greimel, D-Auburn Hills.
HB 4275: Revise credit rating criteria for issuing of bonds to pay off unfunded pension or retiree health care liabilities. Sponsor: Rep. Ben Frederick, R-Owosso.

Senate bills
SB 173: Provide for requirements for charter schools or authorizing bodies upon termination or revocation of contract to have prop rty reverted back to the state. Sponsor: Sen. Jim Ananich, D-Flint.

For more information on bills, go to: legislation.mi.gov
State offers schools new option to avoid closure

By Natalie Broda, nbroda@digitalfirstmedia.com ,, @NatalieBroda on Twitter

Tuesday, March 7, 2017

The 38 schools currently being targeted for closure by the state due to academic performance are receiving fresh hope for staying open as the Michigan Department of Education announces a new “partnership model” aimed at turning the schools around.

In Oakland County, two schools in Pontiac are on the potential closure list. Pontiac High School, with 860 students and Walt Whitman Elementary, with 560 students. Together they account for 1,420 of 4,200 students in the entire district. Pontiac High is the only high school in the district and Pontiac Schools Superintendent Kelley Williams has previously stated that the district would be unable to “operate to balance (the) budget without (those students).”

Pontiac School District had a deficit of $51.7 million in 2013 and has since reduced that number by 51 percent to $25 million. In 2013, the district entered into a consent agreement with the state to reduce the deficit and improve academic performance.

It is currently unclear exactly how the partnership model would differ from Pontiac’s existing consent agreement which is between the state, the Michigan Department of Education and the state treasurer. The district is currently working with MI Exel and Oakland School coaches as a part of that agreement to raise academic performance.

“We’re reviewing it and our thought is that any option is better than what’s been proposed by the School Reform Office. We’re investigating it with our collaborative partners,” Williams said in a statement.

The partnership model was announced to the districts of those 38 schools on the potential closure list via a letter sent from State Superintendent Brian Whiston.

Here are some quick facts about the partnership model from the letter:

• Districts have 60 days to enter into the agreement

• Once the agreement is reached, the Student Reform Office will delay any next level accountability actions, such as closures

• The district will have 18 months to reach the new goals in set in the agreement
• The district will remain in total control of its schools

• Partners for the district under the new plan must include a local school board and an intermediate school district or authorizer

• Partners could also include union leaders, community organizations, local business leaders, foundations and more.

The letter also states that the Michigan Department of Education is requesting districts review relevant data to understand root causes to academic challenges, something Superintendent Williams was vocal about at a recent “Save Our Public Schools” meeting. Pontiac School District serves a large population of both English language learners and students with special needs both inside and outside the classroom, such as the need for food, clothing or supplies.