



Traverse City Housing Commission
A Public Housing Authority

COMMISSION MEETING MATERIAL

FOR THE REGULAR MEETING
Friday, February 24, 2017 at 8:00 A.M.

LOCATION:
SECOND FLOOR COMMITTEE ROOM – GOVERNMENTAL CENTER
400 Boardman Avenue, Traverse City, Michigan, 49684



Traverse City Housing Commission
A Public Housing Authority

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Traverse City Housing Commission
A Public Housing Authority

MEETING AGENDA

February 24, 2017



NOTICE

**THE TRAVERSE CITY HOUSING COMMISSION WILL CONDUCT A REGULAR MEETING
ON FRIDAY, FEBRUARY 24, 2017 AT 8:00 A.M.**

SECOND FLOOR COMMITTEE ROOM – GOVERNMENTAL CENTER

400 Boardman Avenue, Traverse City, Michigan, 49684

(231) 995-5150

POSTED: FEBRUARY 22, 2017

The Traverse City Housing Commission does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Please, contact the Traverse City Housing Commission Office, 150 Pine Street, Traverse City, Michigan, 49684, (231) 922-4915, to coordinate specific needs in compliance with the non-discrimination requirements continued in Section 35.087 of the Department of Justice Regulations. Information concerning the provisions of Americans with Disabilities Act (ADA), and the rights provided hereunder, are available from the ADA Coordinator.

If you are planning to attend and you have a disability requiring any special assistance at the meeting, please notify the Executive Director immediately.

AGENDA

I CALL TO ORDER & ROLL CALL

II APPROVAL OF AGENDA

III PUBLIC COMMENT

IV CONSENT AGENDA

The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff or the public may ask that any item on the Consent Agenda be removed from and placed elsewhere on the agenda for full discussion. Such requests will automatically be respected. If an item is not removed from the Consent Agenda the action noted on the Agenda is approved by a single Commission action adopting the Consent Agenda (*all items on the Consent Agenda are printed in italics*).

- A. *Consideration of Approval of January 27, 2017 Regular Meeting Minutes – Approval Recommended.*

- B. *Consideration of Approval of Schedule of Disbursements for January 2017 for Public Housing & HCV Section 8 Programs* – Approval Recommended.
- C. *Review & Approval of Payment of Invoices for February 2017* – Approval Recommended.
- D. *Review & Acceptance of Financial Statements for January 2017* – Approval Recommended.

V COMMITTEE & COMMISSIONER REPORTS

- A. Executive Committee Meetings: February 3, 2017 & February 17, 2017

VI STAFF & PROGRAM REPORTS

- A. Executive Director's Report
- B. Family Self-Sufficiency (FSS) Program Report
- C. Resident Council Report

VII OLD BUSINESS

- A. 2017 Consolidated Budget: Review
- B. TCHC Policy Review Schedule: Update
- C. Executive Director Annual Review: Update
- D. Office Construction: Update

VIII NEW BUSINESS

- A. Officer Election: Vice President
- B. Resolution to Change Authorized Signers on All Checking Accounts
- C. Architectural Services Contract Review
- D. Request from the City of Traverse City to Share a Drive with River West Development
- E. TCHC Human Resources Policy & Procedures Manual - Presentation
- F. Closed Session to Discuss Attorney-Client Privileged Communications Regarding the Townsend v. TCHC Complaint per MCL 15.268(e)

IX CORRESPONDENCE

- A. Record-Eagle Article of February 17, 2017 titled "Townsend Sues Housing Board"
- B. Townsend v. TCHC & John or Jane Doe Complaint dated February 16, 2017
- C. Tokio Marine HCC Public Risk Group – Claim Acknowledgement Letter of February 20, 2017

X PUBLIC COMMENT

XI COMMISSIONER COMMENT

XII ADJOURNMENT

NEXT SCHEDULED MEETING: Friday, March 24, 2017 at 8:00 A.M.



Traverse City Housing Commission
A Public Housing Authority

CONSENT AGENDA

January 27, 2017 Regular Meeting Minutes

Schedule of Disbursements for January 2017 for Public Housing

Schedule of Disbursements for January 2017 for HCV Section 8 Programs

Invoices for February 2017

Financial Statements for January 2017

DRAFT Meeting Minutes of the Traverse City Housing Commission

January 27, 2017

A Regular Meeting of the Traverse City Housing Commission was called to order by President Brian Haas at the Governmental Center – Second Floor Committee Room, 400 Boardman Avenue, Traverse City at 8:03 AM.

I ROLL CALL

The following Commissioners were present: Brian Haas, Richard Michael, Kay Serratelli and Jo Simerson, and Andy Smits.

Staff: Tony Lentych, Executive Director.

Residents: Ellen Corcoran, Norma Loper, Michelle St. Amant, and Priscilla Townsend.

II APPROVAL OF AGENDA

Commissioner Smits moved (Serratelli support) to accept the agenda as presented. The motion was unanimously approved.

III PUBLIC COMMENT

General comments: None.

IV CONSENT AGENDA

Commissioner Smits moved (Simerson support) to approve the Consent Calendar as presented. The motion was unanimously approved.

- A. Approval of the Meeting Minutes of the November 18, 2016 Regular Commission Meeting.
- B. Approval of the Meeting Minutes of the December 16, 2016 Special Commission Meeting.
- C. Acceptance of the Schedule of Disbursements for November & December 2016 for Public Housing and Housing Choice Voucher Section 8 Programs.
- D. Review of the Payment of Invoices for December 2016 & January 2017.
- E. Acceptance of the Financial Statements for November & December 2016.

V COMMITTEE REPORTS

- A. The meeting minutes from the Executive Committee Meetings of November 29, 2016 and January 16, 2017 were presented. There were no questions.
- B. There was lengthy conversation on the work of the Special Committee assigned to create and implement the Anti-Bullying & Hostile Environment Harassment Policy. A sample policy was presented but it is not ready for approval. More information will be presented in the future.

VI STAFF AND PROGRAM REPORTS

- A. Executive Director's Report: Staff presented the report in a new format that more closely tracks with the Strategic Plan. Serratelli asked about the way we will discuss housing development and Smits asked that this report also track with Gant Chart items.
- B. Family Self-Sufficiency Report: There were no questions but the Commission requested a formal presentation on the program in the near future.

- C. Resident Council Report: There were no questions on the report.

VII OLD BUSINESS

- A. The FY 2017 Budget was reviewed. It was noted that both income and expenses were exactly at or near 50% of budget.
- B. TCHC Policy Review Schedule was presented and briefly discussed.
- C. Executive Director Annual Review: After a brief discussion on process, Commissioner Smits moved (Michael support) to create an Ad Hoc committee to review the Executive Director for year two of his contract. The committee will be comprised of Commissioners Smits and Serratelli and will meet on or about February 15, 2017. The motion was unanimously approved.
- D. Staff provided an update on the Office Renovation project. The project was ahead of schedule by two weeks because no "hidden" issues were found. Final inspections and a Certificate of Occupancy are expected without delay.

VIII NEW BUSINESS

- A. The results of the December 16, 2016 Strategic Planning Update Session were presented and reviewed. This included a full review of all of the comments received during the session and the resulting Work Plan for 2017 that was crafted by the consultant Pam Evans and staff. Commissioner Serratelli moved (Smits support) to approve the Strategic Planning Notes and the 2017 Work Plan. The motion was unanimously approved.
- B. Staff presented the results of the recent Request for Qualifications (RFQ) for Architectural and Engineering Service. This included a review of the entire process and the evaluation criteria. After some discussion, three (3) motions were offered. First, Commissioner Smits moved (Michael support) to accept the staff's evaluation and scoring of the applicants. The motion was unanimously approved. Second, Commissioner Smits moved (Simerson support) to issue a "Notice of Prospective Award" to Alliance Architects of South Bend, Indiana as the highest ranked applicant. The motion was unanimously approved. Third, Commissioner Smits moved (Michael support) to instruct staff to proceed with contract negotiations with the prospective architects and to return to the Commission a contract that can be reviewed for both form and substance. The motion was unanimously approved.
- C. A resolution on an updated Doubtful Accounts Policy was presented and reviewed. Commissioner Smits moved (Simerson support) to adopt the resolution as presented.

Roll call

Hass	Yes
Michael	Yes
Serratelli	Yes
Simerson	Yes
Smits	Yes

The resolution was adopted.

IX CORRESPONDENCE

The Auditor's report from the Fiscal Year 2016 was presented and Commissioner Michael discussed the summary documents. The result was a "clean" report with no findings. There was also a comment on the recent judges' ruling on HUD reserves.

X PUBLIC COMMENT

General comments: Ellen Corcoran, Norma Loper, and Priscilla Townsend.

XI COMMISSIONER COMMENT

No Commissioners made comments.

XII ADJOURNMENT

Commissioner Simerson moved (Smits support) to adjourn. The motion was unanimously approved and President Haas adjourned the meeting at 9:44 AM.

Respectfully submitted,

Tony Lentych, Executive Director, for Michelle Reardon, Recording Secretary

Brian Haas, President

Traverse City Housing Commission
Low Rent Public Housing
Income & Expense Statement
For the 1 Month and 7 Months Ended January 31, 2017

Units	1 Month Ended	7 Months Ended	YEAR TO DATE	ANNUAL	
135	<u>January 31, 2017</u>	<u>January 31, 2017</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>*OVER/UNDER</u>
Operating Income					
Rental Income					
3110 - Dwelling Rental	\$ 29,726.00	\$ 214,469.53	\$ 271,250	\$ 465,000	250,530.47
3110.2 - Dwelling Rental-Proj. 2	5,605.00	38,143.83	0	0	(38,143.83)
3120 - Excess Utilities	95.39	999.00	583	1,000	1.00
3190 - Nondwelling Rental	7,069.05	49,131.05	30,042	51,500	2,368.95
Total Rental Income	<u>42,495.44</u>	<u>302,743.41</u>	<u>301,875</u>	<u>517,500</u>	<u>214,756.59</u>
Revenues - HUD PHA Grants					
3401.2 - Operating Subsidy	21,112.00	156,265.00	145,833	250,000	93,735.00
Total HUD PHA Grants	<u>21,112.00</u>	<u>156,265.00</u>	<u>145,833</u>	<u>250,000</u>	<u>93,735.00</u>
Nonrental Income					
3610 - Interest Income-Gen. Fund	251.26	1,367.44	1,575	2,700	1,332.56
3690 - Tenant Income	119.95	4,666.70	2,917	5,000	333.30
3690.1 - Non-Tenant Income	1,335.62	8,616.59	16,333	28,000	19,383.41
3690.2 - Tenant Income-Cable	2,412.00	17,325.76	15,213	26,080	8,754.24
3690.3 - Gain (Loss) of Disposal of Equip.	0.00	300.00	0	0	(300.00)
Total Nonrental Income	<u>4,118.83</u>	<u>32,276.49</u>	<u>36,038</u>	<u>61,780</u>	<u>29,503.51</u>
Total Operating Income	<u>67,726.27</u>	<u>491,284.90</u>	<u>483,746</u>	<u>829,280</u>	<u>337,995.10</u>
Operating Expenses					
Routine Expense					
Administration					
4110 - Administrative Salaries	13,932.37	78,050.83	81,165	139,140	61,089.17
4120 - Compensated Absences	0.00	0.00	875	1,500	1,500.00
4130 - Legal Expense	114.00	8,271.24	3,792	6,500	(1,771.24)
4140 - Staff Training	94.50	2,537.55	2,333	4,000	1,462.45
4150 - Travel Expense	262.44	2,156.14	2,567	4,400	2,243.86
4170 - Accounting Fees	1,102.82	4,028.62	4,375	7,500	3,471.38
4171 - Auditing	4,060.00	4,060.00	1,750	3,000	(1,060.00)
4182 - Employee Benefits - Admin	7,309.12	34,224.90	32,404	55,550	21,325.10
4185 - Telephone	810.42	4,557.16	3,850	6,600	2,042.84
4190.1 - Publications	198.00	578.80	583	1,000	421.20
4190.2 - Membership Dues and Fees	0.00	740.00	583	1,000	260.00
4190.3 - Admin. Service Contracts	741.89	21,614.45	14,758	25,300	3,685.55
4190.4 - Office Supplies	38.22	2,893.62	3,033	5,200	2,306.38
4190.5 - Other Sundry Expense	2,799.07	13,222.95	4,083	7,000	(6,222.95)
4190.6 - Advertising	91.40	2,299.93	875	1,500	(799.93)
Total Administration	<u>31,554.25</u>	<u>179,236.19</u>	<u>157,026</u>	<u>269,190</u>	<u>89,953.81</u>
Tenant Services					
4220 - Rec., Pub., & Other Services	2,156.70	4,261.63	8,750	15,000	10,738.37
4221 - Tenant Svcs-Child Care	0.00	0.00	0	0	0.00
4230 - Cable TV-Tenants	3,163.21	21,350.32	21,852	37,460	16,109.68
Total Tenant Services	<u>5,319.91</u>	<u>25,611.95</u>	<u>30,602</u>	<u>52,460</u>	<u>26,848.05</u>

See Accountants' Compilation Report

Traverse City Housing Commission
Low Rent Public Housing
Income & Expense Statement
For the 1 Month and 7 Months Ended January 31, 2017

Units	1 Month Ended	7 Months Ended	YEAR TO DATE	ANNUAL	
135	<u>January 31, 2017</u>	<u>January 31, 2017</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>*OVER/UNDER</u>
Utilities					
4310 - Water	983.40	10,664.85	9,625	16,500	5,835.15
4320 - Electricity	15,205.77	67,247.14	87,500	150,000	82,752.86
4330 - Gas	<u>4,258.24</u>	<u>7,469.52</u>	<u>9,042</u>	<u>15,500</u>	<u>8,030.48</u>
Total Utilities	<u>20,447.41</u>	<u>85,381.51</u>	<u>106,167</u>	<u>182,000</u>	<u>96,618.49</u>
Ordinary Maint. & Operation					
4410 - Labor, Maintenance	12,298.43	52,915.53	47,326	81,130	28,214.47
4420 - Materials	2,359.04	22,413.90	11,783	20,200	(2,213.90)
4430 - Contract Costs	0.00	0.00	0	0	0.00
4430.01 - Cable Contract	0.00	0.00	0	0	0.00
4430.02 - Heating & Cooling Contracts	1,653.35	4,379.82	2,917	5,000	620.18
4430.03 - Snow Removal Contracts	1,215.00	1,215.00	2,333	4,000	2,785.00
4430.04 - Elevator Maintenance Contracts	0.00	9,168.51	4,958	8,500	(668.51)
4430.05 - Landscape & Grounds Contracts	0.00	31,413.41	2,917	5,000	(26,413.41)
4430.06 - Unit Turnaround Contracts	1,425.00	14,750.14	5,833	10,000	(4,750.14)
4430.07 - Electrical Contracts	0.00	433.85	1,167	2,000	1,566.15
4430.08 - Plumbing Contracts	0.00	276.75	875	1,500	1,223.25
4430.09 - Extermination Contracts	0.00	1,705.00	2,042	3,500	1,795.00
4430.10 - Janitorial Contracts	0.00	1,800.00	1,750	3,000	1,200.00
4430.11 - Routine Maintenance Contracts	2,424.00	9,945.50	4,667	8,000	(1,945.50)
4430.12 - Misc. Contracts	788.00	8,390.46	5,367	9,200	809.54
4431 - Garbage Removal	0.00	8,137.63	3,383	5,800	(2,337.63)
4433 - Employee Benefits - Maint.	<u>4,665.62</u>	<u>20,004.22</u>	<u>22,616</u>	<u>38,770</u>	<u>18,765.78</u>
Total Ordinary Maint. & Oper.	<u>26,828.44</u>	<u>186,949.72</u>	<u>119,934</u>	<u>205,600</u>	<u>18,650.28</u>
General Expense					
4510 - Insurance	2,386.35	16,743.12	17,850	30,600	13,856.88
4520 - Payment in Lieu of Taxes	1,780.00	12,460.00	13,417	23,000	10,540.00
4570 - Collection Losses	0.00	7,855.66	0	0	(7,855.66)
4586 - Interest Expense-CFFP	0.00	0.00	18,667	32,000	32,000.00
4586.1 - Interest Expense-EPC	0.00	0.00	0	0	0.00
4590 - Other General Expense	<u>0.00</u>	<u>0.00</u>	<u>292</u>	<u>500</u>	<u>500.00</u>
Total General Expense	<u>4,166.35</u>	<u>37,058.78</u>	<u>50,226</u>	<u>86,100</u>	<u>49,041.22</u>
Total Routine Expense	<u>88,316.36</u>	<u>514,238.15</u>	<u>463,954</u>	<u>795,350</u>	<u>281,111.85</u>
Non-Routine Expense					
Extraordinary Maintenance					
4610.3 - Contract Costs	<u>0.00</u>	<u>4,545.00</u>	<u>5,833</u>	<u>10,000</u>	<u>5,455.00</u>
Total Extraordinary Maint.	<u>0.00</u>	<u>4,545.00</u>	<u>5,833</u>	<u>10,000</u>	<u>5,455.00</u>
Casualty Losses-Not Cap.					
Total Casualty Losses	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
Total Non-Routine Expense	<u>0.00</u>	<u>4,545.00</u>	<u>5,833</u>	<u>10,000</u>	<u>5,455.00</u>
Total Operating Expenses	<u>88,316.36</u>	<u>518,783.15</u>	<u>469,787</u>	<u>805,350</u>	<u>286,566.85</u>
Operating Income (Loss)	<u>(20,590.09)</u>	<u>(27,498.25)</u>	<u>13,959</u>	<u>23,930</u>	<u>51,428.25</u>

See Accountants' Compilation Report

Traverse City Housing Commission
Low Rent Public Housing
Income & Expense Statement
For the 1 Month and 7 Months Ended January 31, 2017

Units	1 Month Ended	7 Months Ended	YEAR TO DATE	ANNUAL	
135	<u>January 31, 2017</u>	<u>January 31, 2017</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>*OVER/UNDER</u>
Depreciation Expense					
4800 - Depreciation - Current Year	21,695.94	157,086.23	0	0	(157,086.23)
4810 - Loan Fee Amortization Exp.-CFFP	0.00	0.00	0	0	0.00
Total Depreciation Expense	21,695.94	157,086.23	0	0	(157,086.23)
Surplus Credits and Charges					
6010 - Prior Year Adj. - Affecting RR	0.00	0.00	0	0	0.00
6020 - Prior Year Adj. Not Affect. RR	0.00	0.00	0	0	0.00
6120 - Gain/Loss - Non Exp Equip	0.00	0.00	0	0	0.00
Total Surplus Credits and Char	0.00	0.00	0	0	0.00
Capital Expenditures					
7520 - Replacement of Equipment	0.00	7,983.50	0	0	(7,983.50)
7530 - Rec. Equip. - Not Replaced	0.00	0.00	0	0	0.00
7540 - Betterments and Additions	14,163.68	52,016.07	14,583	25,000	(27,016.07)
7560 - Casualty Losses Capitalized	0.00	0.00	0	0	0.00
7590 - Operating Expenditures-Contra	(14,163.68)	(59,999.57)	(14,583)	(25,000)	34,999.57
Total Capital Expenditures	0.00	0.00	0	0	0.00
GAAP Net Income (Loss)	<u>\$ (42,286.03)</u>	<u>\$ (184,584.48)</u>	<u>\$ 13,959</u>	<u>\$ 23,930</u>	<u>\$ 208,514</u>
HUD Net Income (Loss)	<u>\$ (34,753.77)</u>	<u>\$ (87,797.82)</u>	<u>\$ (625)</u>	<u>\$ (1,070)</u>	<u>\$ 86,728</u>

See Accountants' Compilation Report

Traverse City Housing Commission
Section 8 Vouchers
Income & Expense Statement
For the 1 Month and 7 Months Ended January 31, 2017

Units	1 Month Ended		7 Months Ended		BUDGET	PUM	*OVER/UNDER
208	<u>January 31, 2017</u>	<u>PUM</u>	<u>January 31, 2017</u>	<u>PUM</u>			
Operating Income							
3390 - Fraud Recovery Income	\$ 50.00	0.31	\$ 440.00	0.38	\$ 0	0.00	\$ (440.00)
3603 - Number of Unit Months	162.00	(1.00)	1,161.00	(1.00)	0	0.00	1,161.00
3604 - Unit Months - Contra	<u>(162.00)</u>	1.00	<u>(1,161.00)</u>	1.00	<u>0</u>	0.00	<u>(1,161.00)</u>
Total Oper. Reserve Income	50.00	0.31	440.00	0.38	0	0.00	(440.00)
Revenues - HUD PHA Grants							
3410 - HAP Funding	85,162.00	525.69	581,934.00	501.24	0	0.00	(581,934.00)
3411 - Admin Fee Funding	<u>7,777.00</u>	48.01	<u>58,141.00</u>	50.08	<u>0</u>	0.00	<u>(58,141.00)</u>
Total HUD PHA Grants	92,939.00	573.70	640,075.00	551.31	0	0.00	(640,075.00)
Income Offset HUD A.C.							
Total Offset Income	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>0</u>	0.00	<u>0.00</u>
Total Operating Income	<u>92,989.00</u>	574.01	<u>640,515.00</u>	551.69	<u>0</u>	0.00	<u>(640,515.00)</u>
Operating Expenses							
Routine Expense							
Administration							
4110 - Administrative Salaries	3,913.81	24.16	22,565.74	19.44	41,800	0.00	19,234.26
4120 - Compensated Absences	0.00	0.00	0.00	0.00	250	0.00	250.00
4130 - Legal Expense	0.00	0.00	71.40	0.06	2,850	0.00	2,778.60
4140 - Staff Training	40.50	0.25	190.50	0.16	1,710	0.00	1,519.50
4150 - Travel Expense	37.47	0.23	702.22	0.60	1,890	0.00	1,187.78
4170 - Accounting Fees	784.28	4.84	4,882.28	4.21	8,500	0.00	3,617.72
4171 - Auditing	1,740.00	10.74	1,740.00	1.50	3,000	0.00	1,260.00
4182 - Employee Benefits - Admin	2,566.01	15.84	11,505.16	9.91	17,500	0.00	5,994.84
4185 - Telephone	347.31	2.14	1,253.32	1.08	3,200	0.00	1,946.68
4190 - Administrative Sundry	0.00	0.00	33.65	0.03	0	0.00	(33.65)
4190.1 - Publications	0.00	0.00	0.00	0.00	500	0.00	500.00
4190.2 - Membership Dues and Fees	0.00	0.00	720.00	0.62	1,000	0.00	280.00
4190.3 - Admin. Service Contracts	317.96	1.96	8,811.12	7.59	10,000	0.00	1,188.88
4190.4 - Office Supplies	16.38	0.10	1,197.05	1.03	2,200	0.00	1,002.95
4190.5 - Other Sundry Expense	1,220.60	7.53	5,619.74	4.84	3,500	0.00	(2,119.74)
4190.6 - Advertising	<u>0.00</u>	0.00	<u>125.43</u>	0.11	<u>0</u>	0.00	<u>(125.43)</u>
Total Administration	10,984.32	67.80	59,417.61	51.18	97,900	0.00	38,482.39
General Expense							
Total General Expense	0.00	0.00	0.00	0.00	0	0.00	0.00
Total Routine Expense	10,984.32	67.80	59,417.61	51.18	97,900	0.00	38,482.39

Traverse City Housing Commission
Section 8 Vouchers
Income & Expense Statement
For the 1 Month and 7 Months Ended January 31, 2017

Units 208	1 Month Ended <u>January 31, 2017</u>	PUM	7 Months Ended <u>January 31, 2017</u>	PUM	BUDGET	PUM	*OVER/UNDER
Housing Assistance Payments							
4715.1 - HAP - Occupied Units	73,184.00	451.75	528,448.00	455.17	0	0.00	(528,448.00)
4715.3 - HAP - Non-Elderly Disabled	3,860.00	23.83	27,947.00	24.07	0	0.00	(27,947.00)
4715.4 - HAP - Utility Allowances	916.00	5.65	6,453.00	5.56	0	0.00	(6,453.00)
4715.5 - HAP - Fraud Recovery	0.00	0.00	(390.00)	(0.34)	0	0.00	390.00
4715.6 - HAP - Homeownership	1,060.00	6.54	6,206.00	5.35	0	0.00	(6,206.00)
4719 - HAP - FSS Escrow	0.00	0.00	10,253.55	8.83	0	0.00	(10,253.55)
4719.1 - FSS Forfeitures	0.00	0.00	(8,925.98)	(7.69)	0	0.00	8,925.98
Total HAP Payments	<u>79,020.00</u>	<u>487.78</u>	<u>569,991.57</u>	<u>490.95</u>	<u>0</u>	<u>0.00</u>	<u>(569,991.57)</u>
Depreciation Expense							
4800 - Depreciation - Current Year	0.00	0.00	0.00	0.00	0	0.00	0.00
Total Depreciation Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Surplus Charges & Credits							
Total Surplus CR & Chgs	0.00	0.00	0.00	0.00	0	0.00	0.00
Capital Expenditures							
Total Capital Expenditures	0.00	0.00	0.00	0.00	0	0.00	0.00
GAAP Net Income (Loss)	<u>\$ 2,984.68</u>	<u>18.42</u>	<u>\$ 11,105.82</u>	<u>9.57</u>	<u>\$ (97,900)</u>	<u>0.00</u>	<u>\$ (109,005.82)</u>

Analysis of HAP Funding-Voucher

A.C. Received: JAN. 31, 2017
HAP Funding

7 Months Ended
January 31, 2017
\$ 581,934.00

A.C. Spent

HAP - Occupied Units	528,448.00
HAP - Non-Elderly Disabled	27,947.00
HAP - Utility Allowances	6,453.00
HAP - Homeownership	6,206.00
HAP - Fraud Recovery	(390.00)
HAP - FSS Escrow	10,253.55
FSS Forfeitures	(8,925.98)
Total Funding Required	<u>569,991.57</u>

Over/(Under) Funding-current fiscal year

\$ 11,942.43

HAP Reserve-prior fiscal years

\$ 11,324.12

Cumulative Over (Under) Funding-HAP (NRA)

\$ 23,266.55

Memo: Income not including the over (under) funding of HAP

\$ (7,446.33)

Traverse City Housing Commission
Section 8 Vouchers FSS Escrow
Income & Expense Statement
For the 1 Month and 7 Months Ended January 31, 2017

Units	1 Month Ended		7 Months Ended		<u>BUDGET</u>	<u>PUM</u>	<u>*OVER/UNDER</u>
	<u>January 31, 2017</u>	<u>PUM</u>	<u>January 31, 2017</u>	<u>PUM</u>			
Operating Income							
Total Oper. Reserve Income	0.00	0.00	0.00	0.00	0	0.00	0.00
Revenues - HUD PHA Grants							
3412 - FSS Grant Revenue	<u>5,580.00</u>	0.00	<u>39,066.85</u>	0.00	<u>0</u>	0.00	<u>(39,066.85)</u>
Total HUD PHA Grants	5,580.00	0.00	39,066.85	0.00	0	0.00	(39,066.85)
Income Offset HUD A.C.							
Total Offset Income	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>0</u>	0.00	<u>0.00</u>
Total Operating Income	<u>5,580.00</u>	0.00	<u>39,066.85</u>	0.00	<u>0</u>	0.00	<u>(39,066.85)</u>
Operating Expenses							
Routine Expense							
Administration							
4110 - Administrative Salaries	6,259.63	0.00	34,580.37	0.00	56,980	0.00	22,399.63
4182 - Employee Benefits - Admin	1,900.57	0.00	11,096.20	0.00	18,050	0.00	6,953.80
4190.1 - Publications	<u>0.00</u>	0.00	<u>67.20</u>	0.00	<u>0</u>	0.00	<u>(67.20)</u>
Total Administration	8,160.20	0.00	45,743.77	0.00	75,030	0.00	29,286.23
General Expense							
Total General Expense	0.00	0.00	0.00	0.00	0	0.00	0.00
Total Routine Expense	8,160.20	0.00	45,743.77	0.00	75,030	0.00	29,286.23

Traverse City Housing Commission
Section 8 Vouchers FSS Escrow
Income & Expense Statement
For the 1 Month and 7 Months Ended January 31, 2017

Units	1 Month Ended		7 Months Ended		<u>BUDGET</u>	<u>PUM</u>	<u>*OVER/UNDER</u>
	<u>January 31, 2017</u>	<u>PUM</u>	<u>January 31, 2017</u>	<u>PUM</u>			
Housing Assistance Payments							
4715.1 - HAP - Occupied Units	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.2 - HAP-Vacant Unit	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.3 - HAP - Non-Elderly Disabled	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.4 - HAP - Utility Allowances	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.5 - HAP - Fraud Recovery	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.6 - HAP - Homeownership	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.61 - HAP-Homeownership URP	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.8 - HAP - Portable Paying Out	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.81 - HAP - Portable Urp Paying Out	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.9 - HAP - Portable Receiving	0.00	0.00	0.00	0.00	0	0.00	0.00
4715.91 - HAP - Portable Rec. Reimb.	0.00	0.00	0.00	0.00	0	0.00	0.00
4719 - HAP - FSS Escrow	0.00	0.00	0.00	0.00	0	0.00	0.00
4719.1 - FSS Forfeitures	0.00	0.00	0.00	0.00	0	0.00	0.00
Total HAP Payments	0.00	0.00	0.00	0.00	0	0.00	0.00
Depreciation Expense							
4800 - Depreciation - Current Year	0.00	0.00	0.00	0.00	0	0.00	0.00
Total Depreciation Expense	0.00	0.00	0.00	0.00	0	0.00	0.00
Surplus Charges & Credits							
6010 - Prior Year Adj. - Affecting RR	0.00	0.00	0.00	0.00	0	0.00	0.00
6020 - Prior Year Adj. Not Affect. RR	0.00	0.00	0.00	0.00	0	0.00	0.00
6120 - Gain/Loss - Non Exp Equip	0.00	0.00	0.00	0.00	0	0.00	0.00
Total Surplus CR & Chgs	0.00	0.00	0.00	0.00	0	0.00	0.00
Capital Expenditures							
Total Capital Expenditures	0.00	0.00	0.00	0.00	0	0.00	0.00
GAAP Net Income (Loss)	<u>\$ (2,580.20)</u>	0.00	<u>\$ (6,676.92)</u>	0.00	<u>\$ (75,030)</u>	0.00	<u>\$ (68,353.08)</u>

Check Register Summary Report

Chemical Bank

From: 02/01/2017 To: 02/21/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
02/03/2017	EFT	IRS	2,714.46		47,305.21
02/06/2017	036956	Sondee, Racine & Doren, P.L.C.	448.00		46,857.21
02/06/2017	036957	Ascom North	470.11		46,387.10
02/06/2017	036958	City of Traverse City	426.84		45,960.26
02/06/2017	036959	A T & T	229.75		45,730.51
02/06/2017	036960	McCardel Water Conditioning	25.00		45,705.51
02/06/2017	036961	Great Lakes Business Systems, Inc.	98.00		45,607.51
02/06/2017	036962	Housing Authority Accounting	649.25		44,958.26
02/06/2017	036963	Grand Traverse County DPW	46.17		44,912.09
02/06/2017	036964	Graham Motor & Generator Service	425.00		44,487.09
02/06/2017	036965	CEDAM, Liv Hagerman	350.00		44,137.09
02/06/2017	036966	MHDA	50.00		44,087.09
02/06/2017	036967	Northern Michigan Janitorial Supply	625.00		43,462.09
02/06/2017	036968	Aflac	178.92		43,283.17
02/06/2017	036969	Engineered Protection Systems Inc	110.00		43,173.17
02/06/2017	036970	Wilmar	320.44		42,852.73
02/06/2017	036971	David Gourlay	48.16		42,804.57
02/06/2017	036972	Riverview Terrace Resident Council	109.71		42,694.86
02/06/2017	036973	Wind, Water & Energy Conservation	992.00		41,702.86
02/06/2017	036974	Housing Data Systems	120.10		41,582.76
02/06/2017	036975	Spectrum Business	3,343.19		38,239.57
02/06/2017	036976	D & W Mechanical	119.00		38,120.57
02/06/2017	036977	City of Traverse City	205.56		37,915.01
02/06/2017	036978	Barton Carroll's Inc	1,250.80		36,664.21
02/06/2017	036979	Sherwin Williams Co.	47.63		36,616.58
02/06/2017	036980	Cardmember Service	6,467.61		30,148.97
02/06/2017	036981	SimplexGrinnell LP	506.00		29,642.97
02/06/2017	036982	Grand Traverse County DPW	483.00		29,159.97
02/06/2017	036983	Environmental Pest Control	270.00		28,889.97
02/06/2017	036984	Great Lakes Business Systems, Inc.	150.20		28,739.77
02/06/2017	036985	Allen Supply	48.00		28,691.77
02/06/2017	036986	DTE ENERGY	23.23		28,668.54
02/06/2017	036987	Integrated Payroll Services, Inc.	106.90		28,561.64
02/06/2017	036988	Riverview Terrace Resident Council	341.68		28,219.96
02/06/2017	036989	Trugreen	371.00		27,848.96
02/06/2017	036990	Priority Health	13,068.10		14,780.86
02/06/2017	036991	City of Traverse City	50.00		14,730.86
02/06/2017	036992	Munson Occupational Health &	70.00		14,660.86
02/06/2017	036993	Charles Edwards	135.00		14,525.86
02/15/2017	EFT	HUD		5,580.00	20,105.86

Check Register Summary Report

Chemical Bank

From: 02/01/2017 To: 02/21/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
02/15/2017	EFT	HUD		21,112.00	41,217.86
02/16/2017		Helen Schrank	233.00		40,984.86
02/16/2017		Republic Services #239	35.21		40,949.65
02/16/2017		Save Carpet USA	1,198.00		39,751.65
02/16/2017		Guardian Medical Monitoring	14.95		39,736.70
02/16/2017		Keiser Services LLC	454.00		39,282.70
02/16/2017		Trugreen	175.00		39,107.70
02/20/2017		City Of Traverse City	32.00		39,075.70
02/20/2017		Engineered Protection Systems Inc	38.24		39,037.46
02/20/2017		Aflac	119.28		38,918.18
02/20/2017		Kuhn Rogers PLC	195.00		38,723.18
02/20/2017		CynergyComm.net, Inc	6.50		38,716.68
02/20/2017		Housing Data Systems	145.00		38,571.68
02/20/2017		Kendall Electric Inc	143.76		38,427.92
02/20/2017		Sherwin Williams Co.	363.74		38,064.18
02/20/2017		Staples Business Advantage	199.99		37,864.19
02/20/2017		Elmer's	600.00		37,264.19
02/20/2017		Benjamin Weston	111.78		37,152.41
02/20/2017		Great Lakes Business Systems, Inc.	312.08		36,840.33
02/20/2017		Thomas P. Licavoli	670.00		36,170.33
02/20/2017		The Nelrod Company	258.00		35,912.33
02/20/2017		All American Investment Group	9,150.00		26,762.33
02/20/2017		Beverly Carr	181.00		26,581.33
02/20/2017		Sam's Club	247.46		26,333.87
02/20/2017		A T & T	267.24		26,066.63
02/20/2017		Keiser Services LLC	60.00		26,006.63
02/20/2017	036994	D & W Mechanical	594.83		25,411.80
02/20/2017	036995	Northern Michigan Janitorial Supply	46.85		25,364.95
02/20/2017	036996	Safety Net	619.00		24,745.95
02/20/2017	036997	DTE ENERGY	673.00		24,072.95
02/20/2017	036998	City of Traverse City	15,093.06		8,979.89
02/20/2017	036999	Barton Carroll's Inc	1,250.80		7,729.09
02/20/2017	037000	R.W. Popp Excavating, Inc.	495.00		7,234.09
02/21/2017	EFT	State of Michigan	1,244.12		5,989.97
Total:			70,721.70	26,692.00	

Check Register Summary Report

PNC - Section 8

From: 02/01/2017 To: 02/21/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
02/01/2017	EFT	HUD		7,777.00	177,983.44
02/01/2017	EFT	HUD		85,162.00	263,145.44
02/01/2017	ADJST	PNC	71.00		263,074.44
02/01/2017	000189	Sandra Aeschliman	285.00		262,789.44
02/01/2017	000189	Jeana Aiken	473.00		262,316.44
02/01/2017	000189	Dustin Ansorge	1,135.00		261,181.44
02/01/2017	000189	Ayers Investment Properties LLC	558.00		260,623.44
02/01/2017	000189	Brad Barnes	488.00		260,135.44
02/01/2017	000189	Bay Front Apartments	320.00		259,815.44
02/01/2017	000189	Bay Hill Housing LDHALP	3,811.00		256,004.44
02/01/2017	000189	Bay Hill II Apartments	5,043.00		250,961.44
02/01/2017	000189	Christopher Becker	750.00		250,211.44
02/01/2017	000189	Bellaire Senior Apartments	631.00		249,580.44
02/01/2017	000189	Brookside Commons LDHA, LP	1,730.00		247,850.44
02/01/2017	000189	Irma Jean Brownley	355.00		247,495.44
02/01/2017	000189	Rebecca Carmien	339.00		247,156.44
02/01/2017	000189	Carson Square	5,501.00		241,655.44
02/01/2017	000189	Central Lake Townhouses	401.00		241,254.44
02/01/2017	000189	Cherrywood Village Farms, Inc.	2,321.00		238,933.44
02/01/2017	000189	Douglas A. Chichester	600.00		238,333.44
02/01/2017	000189	Cycle-Paths LLC.	968.00		237,365.44
02/01/2017	000189	Cygnus Real Estate	379.00		236,986.44
02/01/2017	000189	Jack V. Dean	422.00		236,564.44
02/01/2017	000189	Dmytro Cherkasov	1,053.00		235,511.44
02/01/2017	000189	Eden Brook LLC	447.00		235,064.44
02/01/2017	000189	Shirley Farrell	834.00		234,230.44
02/01/2017	000189	Rent Leelanau, LLC	693.00		233,537.44
02/01/2017	000189	Lisa Forbes	489.00		233,048.44
02/01/2017	000189	Dale E. French	102.00		232,946.44
02/01/2017	000189	French Quarter Apts.	93.00		232,853.44
02/01/2017	000189	Michael Glowacki	640.00		232,213.44
02/01/2017	000189	David Grzesiek	370.00		231,843.44
02/01/2017	000189	Habitat for Humanity	33.00		231,810.44
02/01/2017	000189	Harbour Ridge Apts	1,343.00		230,467.44
02/01/2017	000189	Heartwood Enterprises	775.00		229,692.44
02/01/2017	000189	Louis Herman	24.00		229,668.44
02/01/2017	000189	Hillview Terrace	527.00		229,141.44
02/01/2017	000189	Josh Hollister	411.00		228,730.44
02/01/2017	000189	HomeStretch	3,067.00		225,663.44
02/01/2017	000189	Caroline Hupp	199.00		225,464.44

Traverse City Housing Commission
Check Register Summary Report
PNC - Section 8
From: 02/01/2017 To: 02/21/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
02/01/2017	000189	Joseph and Marion Fasel	358.00		225,106.44
02/01/2017	000189	Donna Kalchik	323.00		224,783.44
02/01/2017	000189	Lake Pointe Acquisitions LLC.	323.00		224,460.44
02/01/2017	000189	Sidney Lammers	372.00		224,088.44
02/01/2017	000189	Legendary Rentals, LLC	957.00		223,131.44
02/01/2017	000189	John J. Lewis	762.00		222,369.44
02/01/2017	000189	Don E. Lint	459.00		221,910.44
02/01/2017	000189	Juan Maldonado	314.00		221,596.44
02/01/2017	000189	Mathews Trust	255.00		221,341.44
02/01/2017	000189	McLain Management	29.00		221,312.44
02/01/2017	000189	Oak Park Apts	1,772.00		219,540.44
02/01/2017	000189	Oak Terrace Apts	918.00		218,622.44
02/01/2017	000189	Gerald Oliver Revocable Trust	900.00		217,722.44
02/01/2017	000189	P Avium Associates, Inc.	506.00		217,216.44
02/01/2017	000189	Daniel G. Pohlman	1,463.00		215,753.44
02/01/2017	000189	Douglas L. Porter	438.00		215,315.44
02/01/2017	000189	Phillip Putney	733.00		214,582.44
02/01/2017	000189	Adele M. Reiter	995.00		213,587.44
02/01/2017	000189	Timothy Rice	493.00		213,094.44
02/01/2017	000189	Singkhan Sina Riddell	728.00		212,366.44
02/01/2017	000189	Robert F. Follett	837.00		211,529.44
02/01/2017	000189	Sabin Pond Apartments LLC	759.00		210,770.44
02/01/2017	000189	John Sarya	485.00		210,285.44
02/01/2017	000189	Eldon Schaub	388.00		209,897.44
02/01/2017	000189	Gerald Sieggreen	670.00		209,227.44
02/01/2017	000189	SILVER SHORES MHC	161.00		209,066.44
02/01/2017	000189	Douglas & Julia Slack	327.00		208,739.44
02/01/2017	000189	22955 Investments LLC	3,334.00		205,405.44
02/01/2017	000189	Carl Sumner	508.00		204,897.44
02/01/2017	000189	Traverse City Property Management	353.00		204,544.44
02/01/2017	000189	TCR Investments, LLC	1,020.00		203,524.44
02/01/2017	000189	Wendy Teagan	449.00		203,075.44
02/01/2017	000189	TOS Holdings, LLC	194.00		202,881.44
02/01/2017	000189	Tradewinds Terrace Apts	253.00		202,628.44
02/01/2017	000189	Village Glen Apartments	7,629.00		194,999.44
02/01/2017	000189	Woda Boardman Lake LDHA.LP	2,974.00		192,025.44
02/01/2017	000189	Woodmere Ridge Apartments LDHA	5,027.00		186,998.44
02/01/2017	000189	Theodore V. Zachman	774.00		186,224.44
02/01/2017	000189	Ann Zenner	497.00		185,727.44
02/01/2017	000189	Barb Zupin	1,177.00		184,550.44

Traverse City Housing Commission
Check Register Summary Report
PNC - Section 8
From: 02/01/2017 To: 02/21/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
02/06/2017	022966	Chase Bank	2,396.00		182,154.44
02/06/2017	022967	Traverse City Housing Commission	5,568.38		176,586.06
02/06/2017	022968	Traverse City Housing Commission	10,935.21		165,650.85
Total:			97,494.59	92,939.00	

Traverse City Housing Commission
Check Register Summary Report
Chemical Bank
From: 01/01/2017 To: 01/31/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
01/03/2017	ADJST	Alisa Kroupa	912.28		99,915.39
01/03/2017	ADJST	Anthony Lentych	2,354.20		97,561.19
01/03/2017	ADJST	Kari Massa	1,167.44		96,393.75
01/03/2017	ADJST	Michelle Reardon	1,374.06		95,019.69
01/03/2017	ADJST	Benjamin Weston	1,080.18		93,939.51
01/03/2017	ADJST	Joseph Battaglia	277.17		93,662.34
01/03/2017	ADJST	Charles Edwards	711.02		92,951.32
01/03/2017	ADJST	David Gourlay	1,221.25		91,730.07
01/03/2017	DEP			456.75	92,186.82
01/03/2017	DEP			10,086.00	102,272.82
01/03/2017	DEP			5,314.95	107,587.77
01/04/2017	DEP			12,666.05	120,253.82
01/06/2017	EFT	IRS	2,935.64		117,318.18
01/06/2017	DEP	HUD		5,580.00	122,898.18
01/06/2017	DEP	HUID		21,112.00	144,010.18
01/06/2017	036897	City Of Traverse City	77.00		143,933.18
01/06/2017	036898	DTE ENERGY	56.00		143,877.18
01/06/2017	036899	Verizon Wireless	188.34		143,688.84
01/06/2017	036900	Ace Hardware	185.00		143,503.84
01/06/2017	036900	**VOID** Ace Hardware	(185.00)		143,688.84
01/06/2017	036901	Priority Health	14,751.18		128,937.66
01/06/2017	036902	Wolverine Power Systems	515.00		128,422.66
01/06/2017	036903	Grand Traverse County	44.94		128,377.72
01/06/2017	036904	MailFinance	149.85		128,227.87
01/06/2017	036905	D & W Mechanical	1,511.15		126,716.72
01/06/2017	036906	City Of Traverse City	174.01		126,542.71
01/06/2017	036907	McCardel Water Conditioning	38.00		126,504.71
01/06/2017	036908	Spectrum Business	3,343.19		123,161.52
01/06/2017	036909	AT&T Long Distance	210.34		122,951.18
01/06/2017	036910	All American Investment Group	8,850.00		114,101.18
01/06/2017	036911	David Gourlay	131.43		113,969.75
01/06/2017	036912	Safety Net	90.10		113,879.65
01/06/2017	036913	Sandra Sickie	188.00		113,691.65
01/06/2017	036914	Marjorie Allen	260.00		113,431.65
01/06/2017	036915	Traverse City Record Eagle	91.40		113,340.25
01/06/2017	036916	SimplexGrinnell LP	506.00		112,834.25
01/06/2017	036917	Smith & Klaczkiwicz, PC	5,800.00		107,034.25
01/06/2017	036918	Kuhn Rogers PLC	114.00		106,920.25
01/06/2017	036919	Kramers Bathtubs & Boats	85.00		106,835.25
01/06/2017	036920	City Of Traverse City	458.44		106,376.81

Traverse City Housing Commission
Check Register Summary Report
Chemical Bank
From: 01/01/2017 To: 01/31/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
01/06/2017	036921	Charles Edwards	168.48		106,208.33
01/06/2017	036922	Allen Supply	374.78		105,833.55
01/06/2017	036923	Housing Authority Accounting	1,887.10		103,946.45
01/06/2017	036924	NorthSky Nonprofit Network	360.00		103,586.45
01/06/2017	036925	Engineered Protection Systems Inc	88.00		103,498.45
01/06/2017	036926	NAHRO	198.00		103,300.45
01/06/2017	036927	Safety Net	90.10		103,210.35
01/06/2017	036927	**VOID** Safety Net	(90.10)		103,300.45
01/09/2017	DEP			8,529.00	111,829.45
01/09/2017	DEP			3,694.00	115,523.45
01/17/2017	ADJST	Alisa Kroupa	910.10		114,613.35
01/17/2017	ADJST	Anthony Lentych	2,351.34		112,262.01
01/17/2017	ADJST	Kari Massa	1,167.00		111,095.01
01/17/2017	ADJST	Michelle Reardon	1,371.79		109,723.22
01/17/2017	ADJST	Benjamin Weston	691.29		109,031.93
01/17/2017	ADJST	Joseph Battaglia	277.17		108,754.76
01/17/2017	ADJST	Charles Edwards	1,126.44		107,628.32
01/17/2017	ADJST	David Gourlay	779.29		106,849.03
01/19/2017	DEP			1,924.87	108,773.90
01/19/2017	036928	R.W. Popp Excavating, Inc.	540.00		108,233.90
01/19/2017	036929	DTE ENERGY	4,258.24		103,975.66
01/19/2017	036930	City Of Traverse City	15,532.16		88,443.50
01/19/2017	036931	Barton Carroll's Inc	433.21		88,010.29
01/19/2017	036932	David Gourlay	288.46		87,721.83
01/19/2017	036933	Ace Welding & Machine Inc	185.00		87,536.83
01/19/2017	036934	Grand Traverse County	483.00		87,053.83
01/19/2017	036935	D & W Mechanical	142.20		86,911.63
01/19/2017	036936	Allen Supply	32.00		86,879.63
01/19/2017	036937	City of Traverse City, Treasurer's	3,900.00		82,979.63
01/19/2017	036938	Sherwin Williams Co.	212.21		82,767.42
01/19/2017	036939	Engineered Protection Systems Inc	88.00		82,679.42
01/19/2017	036940	Save Carpet USA	3,210.00		79,469.42
01/19/2017	036941	A T & T	523.39		78,946.03
01/19/2017	036942	Guardian Medical Monitoring	14.95		78,931.08
01/19/2017	036943	CynergyComm.net,Inc	10.74		78,920.34
01/19/2017	036944	AmRent	50.10		78,870.24
01/19/2017	036945	Elmer's	675.00		78,195.24
01/19/2017	036946	Thomas P. Licavoli	1,340.00		76,855.24
01/19/2017	036947	Dolly's Best Inc.	1,830.00		75,025.24
01/19/2017	036948	Ace Hardware	61.50		74,963.74

Check Register Summary Report

Chemical Bank

From: 01/01/2017 To: 01/31/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
01/19/2017	036949	Staples Business Advantage	54.60		74,909.14
01/19/2017	036950	Home Depot Credit Services	544.22		74,364.92
01/19/2017	036951	SAM'S CLUB	641.45		73,723.47
01/19/2017	036952	Cardmember Service	1,639.34		72,084.13
01/19/2017	036953	Safety Net	362.50		71,721.63
01/20/2017	EFT	State of Michigan	904.73		70,816.90
01/20/2017	EFT	IRS	2,775.29		68,041.61
01/20/2017	036954	Custer	10,953.68		57,087.93
01/25/2017	DEP			1,226.00	58,313.93
01/27/2017	036955	MHDA	135.00		58,178.93
01/30/2017	DEP			290.00	58,468.93
01/31/2017	ADJST	Alisa Kroupa	910.11		57,558.82
01/31/2017	ADJST	Anthony Lentych	2,351.39		55,207.43
01/31/2017	ADJST	Kari Massa	1,167.01		54,040.42
01/31/2017	ADJST	Michelle Reardon	1,371.82		52,668.60
01/31/2017	ADJST	Benjamin Weston	481.50		52,187.10
01/31/2017	ADJST	Joseph Battaglia	277.17		51,909.93
01/31/2017	ADJST	Charles Edwards	838.60		51,071.33
01/31/2017	ADJST	David Gourlay	1,051.66		50,019.67
Total:			121,687.62	70,879.62	

Traverse City Housing Commission
Check Register Summary Report
PNC - Section 8
From: 01/01/2017 To: 01/31/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
01/03/2017	DEP			100.00	249,276.44
01/03/2017	000188	Sandra Aeschliman	198.00		249,078.44
01/03/2017	000188	Jeana Aiken	473.00		248,605.44
01/03/2017	000188	Dustin Ansorge	1,135.00		247,470.44
01/03/2017	000188	Ayers Investment Properties LLC	558.00		246,912.44
01/03/2017	000188	Brad Barnes	488.00		246,424.44
01/03/2017	000188	Bay Front Apartments	303.00		246,121.44
01/03/2017	000188	Bay Hill Housing LDHALP	3,823.00		242,298.44
01/03/2017	000188	Bay Hill II Apartments	4,932.00		237,366.44
01/03/2017	000188	Christopher Becker	750.00		236,616.44
01/03/2017	000188	Bellaire Senior Apartments	631.00		235,985.44
01/03/2017	000188	Brookside Commons LDHA, LP	1,785.00		234,200.44
01/03/2017	000188	Irma Jean Brownley	355.00		233,845.44
01/03/2017	000188	Rebecca Carmien	339.00		233,506.44
01/03/2017	000188	Carson Square	5,866.00		227,640.44
01/03/2017	000188	Central Lake Townhouses	401.00		227,239.44
01/03/2017	000188	Cherrywood Village Farms, Inc.	2,321.00		224,918.44
01/03/2017	000188	Douglas A. Chichester	600.00		224,318.44
01/03/2017	000188	Cycle-Paths LLC.	968.00		223,350.44
01/03/2017	000188	Cygnus Real Estate	526.00		222,824.44
01/03/2017	000188	Jack V. Dean	422.00		222,402.44
01/03/2017	000188	Dmytro Cherkasov	1,079.00		221,323.44
01/03/2017	000188	Eden Brook LLC	447.00		220,876.44
01/03/2017	000188	Shirley Farrell	834.00		220,042.44
01/03/2017	000188	Rent Leelanau, LLC	693.00		219,349.44
01/03/2017	000188	Lisa Forbes	489.00		218,860.44
01/03/2017	000188	Dale E. French	102.00		218,758.44
01/03/2017	000188	French Quarter Apts.	93.00		218,665.44
01/03/2017	000188	Michael Glowacki	640.00		218,025.44
01/03/2017	000188	David Grzesiek	370.00		217,655.44
01/03/2017	000188	Habitat for Humanity	33.00		217,622.44
01/03/2017	000188	Harbour Ridge Apts	1,343.00		216,279.44
01/03/2017	000188	Heartwood Enterprises	775.00		215,504.44
01/03/2017	000188	Louis Herman	24.00		215,480.44
01/03/2017	000188	Hillview Terrace	527.00		214,953.44
01/03/2017	000188	Josh Hollister	411.00		214,542.44
01/03/2017	000188	HomeStretch	3,067.00		211,475.44
01/03/2017	000188	Caroline Hupp	199.00		211,276.44
01/03/2017	000188	Joseph and Marion Fasel	358.00		210,918.44
01/03/2017	000188	Donna Kalchik	323.00		210,595.44

Traverse City Housing Commission
Check Register Summary Report
PNC - Section 8
From: 01/01/2017 To: 01/31/2017

Date	Ref Num	Payee	Payment	Deposit	Balance
01/03/2017	000188	Lake Pointe Acquisitions LLC.	417.00		210,178.44
01/03/2017	000188	Sidney Lammers	372.00		209,806.44
01/03/2017	000188	Legendary Rentals, LLC	957.00		208,849.44
01/03/2017	000188	John J. Lewis	762.00		208,087.44
01/03/2017	000188	Don E. Lint	459.00		207,628.44
01/03/2017	000188	Juan Maldonado	314.00		207,314.44
01/03/2017	000188	Mathews Trust	255.00		207,059.44
01/03/2017	000188	McLain Management	29.00		207,030.44
01/03/2017	000188	Oak Park Apts	1,773.00		205,257.44
01/03/2017	000188	Oak Terrace Apts	919.00		204,338.44
01/03/2017	000188	Gerald Oliver Revocable Trust	900.00		203,438.44
01/03/2017	000188	P Avium Associates, Inc.	506.00		202,932.44
01/03/2017	000188	Daniel G. Pohlman	1,463.00		201,469.44
01/03/2017	000188	Douglas L. Porter	438.00		201,031.44
01/03/2017	000188	Phillip Putney	733.00		200,298.44
01/03/2017	000188	Adele M. Reiter	995.00		199,303.44
01/03/2017	000188	Timothy Rice	493.00		198,810.44
01/03/2017	000188	Robert F. Follett	837.00		197,973.44
01/03/2017	000188	Sabin Pond Apartments LLC	759.00		197,214.44
01/03/2017	000188	John Sarya	485.00		196,729.44
01/03/2017	000188	Eldon Schaub	388.00		196,341.44
01/03/2017	000188	Gerald Sieggreen	670.00		195,671.44
01/03/2017	000188	SILVER SHORES MHC	161.00		195,510.44
01/03/2017	000188	Douglas & Julia Slack	327.00		195,183.44
01/03/2017	000188	22955 Investments LLC	3,334.00		191,849.44
01/03/2017	000188	Carl Sumner	508.00		191,341.44
01/03/2017	000188	Traverse City Property Management	353.00		190,988.44
01/03/2017	000188	TCR Investments, LLC	1,020.00		189,968.44
01/03/2017	000188	Wendy Teagan	449.00		189,519.44
01/03/2017	000188	TOS Holdings, LLC	744.00		188,775.44
01/03/2017	000188	Tradewinds Terrace Apts	253.00		188,522.44
01/03/2017	000188	Village Glen Apartments	7,552.00		180,970.44
01/03/2017	000188	Woda Boardman Lake LDHA.LP	2,386.00		178,584.44
01/03/2017	000188	Woodmere Ridge Apartments LDHA	5,014.00		173,570.44
01/03/2017	000188	Theodore V. Zachman	774.00		172,796.44
01/03/2017	000188	Ann Zenner	497.00		172,299.44
01/03/2017	000188	Barb Zupin	1,177.00		171,122.44
01/06/2017	022960	Cherryland Electric Cooperative	86.00		171,036.44
01/06/2017	022961	City Of Traverse City	287.30		170,749.14
01/06/2017	022962	Consumers Energy	54.20		170,694.94

Date: 02/21/2017
Time: 11:22:43

Traverse City Housing Commission
Check Register Summary Report
PNC - Section 8
From: 01/01/2017 To: 01/31/2017

Page: 3

Date	Ref Num	Payee	Payment	Deposit	Balance
01/06/2017	022963	DTE ENERGY	414.50		170,280.44
01/06/2017	022964	Holtens LP Gas Fife Lake	21.00		170,259.44
01/06/2017	022965	Village of Ellsworth	53.00		170,206.44
Total:			79,070.00	100.00	



Traverse City Housing Commission
A Public Housing Authority

COMMITTEE REPORTS

Executive Committee: February 3, 2017 & February 17, 2017

Meeting Minutes of the Traverse City Housing Commission Executive & Governance Committee February 3, 2017

A monthly meeting of the Executive Committee of the Executive & Governance Committee of the Traverse City Housing Commission was called to order by President Brian Haas at 9:03 a.m.

ROLL CALL

The following Commissioners were present: Brian Haas and Andrew Smits.

Staff: Tony Lentych, Executive Director.

CORRESPONDENCE

Staff shared some preliminary drawings of a potential "Shared Drive" with the property north of Riverview Terrace.

AGENDA

- A. There was a lengthy discussion on the shared drive request from the City of Traverse City. The developers are wanting to submit some drawings to the Planning Commission for site-plan approval within the next month or so. Smits and Haas identified four preliminary reasons for the TCHC to seriously consider this request:
 - Safety: For Residents AND the Public.
 - Storm Water Retention/Quality/Management.
 - Capital Improvements: Our Parking Lot was in need of Improvements anyway.
 - Opportunity to Increase Parking Spaces (with removal of the berm).
- B. Staff reported that Priscilla Townsend informed him on February 2, 2017 that she and Ellen Corcoran were no longer pursuing a lawsuit against the Traverse City Housing Commission.
- C. It was announced that the nomination of a Resident Commissioner will be an agenda item at the next regular City Commission Meeting and that Michelle St. Amant will be recommended for the position.

ADJOURNMENT

President Haas adjourned the meeting at 10:20 a.m.

Respectfully submitted,

Brian Haas &
Tony Lentych, Executive Director

Meeting Minutes of the Traverse City Housing Commission Executive & Governance Committee February 17, 2017

A monthly meeting of the Executive Committee of the Executive & Governance Committee of the Traverse City Housing Commission was called to order by President Brian Haas at 2:36 p.m. at the offices of the Traverse City Housing Commission.

ROLL CALL

The following Commissioners were present: Brian Haas and Andrew Smits.
Staff: Tony Lentych, Executive Director.

CORRESPONDENCE

Staff shared the Townsend v. TCHC & John or Jane Doe Complaint that had been filed on February 16, 2017. Staff reported that they were served with documents earlier that day and that the documents had been forwarded to the insurance company.

AGENDA

- A. The Agenda for the February Commission regular meeting was discussed.
 - A new Commissioner will be introduced: Michelle St. Amant.
 - There will be an election to replace our Vice President.
 - There will be a Closed Session in order to respond to a correspondence.
 - Smits will review the Alliance Contract in advance of the meeting.
 - The meeting will be held at the Governmental Center, Second Floor Committee Room.
- B. Smits requested the formation of a By-Laws Ad-Hoc Committee to review the By-Laws and to make appropriate suggestions for improvements “based upon the reality of today”.
- C. Lentych gave a brief update on the office renovation at TCHC – we received a certificate of occupancy earlier in the week but the furniture is expected at the end of the month.
- D. There was a lengthy discussion on the shared drive request from the City of Traverse City. This will be an item of New Business at the Regular Meeting.

ADJOURNMENT

President Haas adjourned the meeting at 3:40 p.m.

Respectfully submitted,

Brian Haas &
Tony Lentych, Executive Director



Traverse City Housing Commission
A Public Housing Authority

STAFF & PROGRAM REPORTS

Executive Director's Report

Family Self-Sufficiency (FSS) Program Report for February 2017

Resident Council Report

EXECUTIVE DIRECTOR'S REPORT: February 24, 2017

This report covers the work accomplished from January 27, 2017 until February 23, 2017. Please contact me directly should you have any questions or wish to receive more information about any items highlighted in this report.

Strategic Goal 1	Expand affordable housing inventory and range of options.
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Current Properties

1. Riverview Terrace: Two (2) units are open. We have persons preparing to move in once the units are prepared.
2. Orchardview: Full occupancy. We anticipate some units opening within the next two months.

Potential Projects

1. Several meetings with our development team/consultants on two primary properties. Considering next steps and which financial resources to use. Most of the conversation is centered on MSHDA's 4% Tax Credit program but this is not a final decision. Began work to incorporate dollars from other sources including straight up conventional financing. Reviewed several financial pro formas.
2. Communications/Conversations/Meetings with MEDC consultant about the State's interest in our projects. This funding source could provide "gap financing" with both of our potential properties. Preparing to submit an application if the pro forma works.
3. Conversations with the two properties owners/agents. Updating information and preparing for sale negotiations.
4. Several conversations and meetings with an area nonprofit about potential property management collaboration, including work with their attorneys on long-term property concerns as it relates to MSHDA. Could result in the preservation of a several units of affordable housing.
5. Meeting with City staff to discuss the possibility of a shared drive on our fire lane – reviewed preliminary drawings.
6. Meetings and conversations with the owner/developers of the neighboring property on Pine Street (not sure of the name of project). Discussions included the likelihood of affordable units on the property going forward (potential collaboration if there are affordable units – including introducing them to a funding source for those units) the city's request for a joint drive/entrance, and the use of their property during our office construction.

7. Worked with Alliance Architects to submit an appropriate contract for services as a result of a Request for Qualifications for Architectural & Engineering Services.

Strategic Goal 2	Create opportunities for residents to improve quality of life and achieve individual successes.
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1. Held several meetings with Riverview Terrace Residents regarding general issues in our community and issues concerning the Riverview Terrace Resident Council.
2. Meeting with Goodwill Industries of Northern Michigan's Executive Director about various issues.

Strategic Goal 3	Foster an environment of innovation and excellence.
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Strategic Planning

1. Working on updating Organizational Chart and tracking items in 2017 Work Plan.

Financial

1. The reviewed and prepared the monthly financial report. Everything is still on target.

Staff Management

1. Hired a new full-time Intake staffer. She started her employment on February 21, 2017. She will be working three days a week until she finishes this semester at NMC.
2. Meeting with City HR staff to work on our Employee Handbook which resulted in a final draft. Several conversations and a meeting with TCHC HR attorney, John Racine.
3. Working to finish all Job Descriptions based on new organization chart and reassignment of duties.

Office Construction and Office IT

1. We have returned to Riverview Terrace – our last day at the County Office on LaFranier Road was February 17. We are, however, still awaiting our furniture which should arrive sometime next week. Once everything is installed we will invite the Commissioners over for a small open house.

TCHC

1. Attended one TCHC regular meeting (January) and prepared for another (February).
2. Coordinated two Executive Committee meetings.
3. Meeting with new Commissioner, Michelle St. Amant, to orient her to the process of regular meetings.

Strategic Goal 4	Increase community engagement and understanding of our work.
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1. Housing Solution Network: Chaired the monthly meeting. Planning for future conversations of Michigan Rural Housing Partnership with funders. Attended a University of Michigan graduate students in social work “group discussion” on affordable housing and NMC students.
2. Federal Home Loan Bank of Indianapolis: Participated in a conference call on implementation of AHP program in Michigan.
3. Community Economic Development Association of Michigan (CEDAM): Participated in a Board of Directors Meeting via conference call.
4. Media: Several conversations with media persons on lawsuit.
5. Several conversations with City Commissioners on various topics that effect the Housing Commission. Attended City Commission meeting.
6. Conversations with the City of Manistee City Manager’s office on PILOTs and their use as a development tool.

Miscellaneous	Other information – plus personal items.
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1. Several meetings and phone calls with TCHC attorney, Ward Kuhn on a variety of issues. Conversations and communications with attorney for our insurance company and conversations and communications with potential attorney assigned by the insurance company.
2. Prepared for and conducted one Grievance Hearing (had been postponed since December). Grievance officer ruled in our favor.
3. Holiday/Vacation/Personal Time (0 days).

FAMILY SELF-SUFFICIENCY (FSS) PROGRAM REPORT

January 27, 2017

Current SEMAP Status

SEMAP reporting places the program in the "High Performer" category.

Number of Mandatory Slots	Number of Families Enrolled	% of Families Enrolled	Number of Families with Progress Reports & Escrow Balances	% of Families with Progress Reports & Escrow Balances
22	24	109%	14	70%

Program Manager Update

There has been a change in staffing in our program coordinator position as of January 30, 2017. A new program coordinator began employment on February 21, 2017.

Status of Participants

Current participant status is 24 active clients with 70% showing an escrow balance. We anticipate another additional client enrollment from the Housing Choice Voucher program within the next 30 days.

FSS Grant

Nothing to update.



Traverse City Housing Commission
A Public Housing Authority

HOLD FOR RTRC MONTHLY REPORT



Traverse City Housing Commission
A Public Housing Authority

OLD BUSINESS

2017 Consolidated Budget: Review

TCHC Policy Review Schedule: Update

TRAVERSE CITY HOUSING COMMISSION

CONSOLIDATED INCOME AND EXPENSE BUDGET WORKSHEET

	FY 2016 ACTUAL*	FY 2017 BUDGET	JANUARY 2017 ACTUAL*	FY 2017 ACTUAL*	% OF BUDGET
<u>OPERATING INCOME</u>					
Property Rents	\$ 431,741.66	\$ 465,000.00	\$ 35,331.00	\$ 252,613.36	54.33%
Investment Interest	3,195.44	2,700.00	251.26	1,367.44	50.65%
Program Income: HCV	1,091,389.00	1,005,000.00	92,939.00	640,402.50	63.72%
Program Income: FSS	66,688.65	66,600.00	5,580.00	39,066.85	58.66%
Earned Income	134,075.71	110,584.00	11,082.01	81,089.10	73.33%
HUD Property Subsidy	263,918.00	250,000.00	21,112.00	156,265.00	62.51%
CFP / Draw on Surplus	182,486.66	199,000.00	-	-	0.00%
TOTAL OPERATING INCOME	\$ 2,173,495.12	\$ 2,098,884.00	\$ 166,295.27	\$ 1,170,804.25	55.78%
<u>OPERATING EXPENSES</u>					
Salaries	\$ 192,072.51	\$ 238,780.00	\$ 24,105.81	\$ 135,196.94	56.62%
Benefits	71,191.54	101,818.30	11,775.70	57,283.71	56.26%
Compensated Absences	5,126.29	(1,500.00)	-	-	0.00%
Legal	5,614.12	9,500.00	114.00	8,342.64	87.82%
Travel / Staff Training	10,045.68	12,000.00	434.91	6,235.66	51.96%
Accounting / Auditing	20,495.42	22,000.00	7,687.10	14,710.90	66.87%
General Office Expenses	82,892.87	68,000.00	6,581.25	63,734.42	93.73%
TOTAL OPERATING EXPENSES	\$ 387,438.43	\$ 450,598.30	\$ 50,698.77	\$ 285,504.27	63.36%
<u>TENANT PROGRAMS & SERVICES</u>					
Recreation, Programs, and Other	\$ 9,961.31	\$ 8,575.00	\$ 2,156.70	\$ 4,261.63	49.70%
Cable Television	35,065.00	37,460.00	3,163.21	21,350.31	56.99%
HAP	948,943.11	965,400.00	79,020.00	570,004.07	59.04%
TOTAL TENANT PROGS / SERVICES	\$ 993,969.42	\$ 1,011,435.00	\$ 84,339.91	\$ 595,616.01	58.89%
<u>UTILITIES</u>					
Water	\$ 16,413.25	\$ 16,500.00	\$ 983.40	\$ 10,664.85	64.64%
Electricity	125,464.02	150,000.00	15,205.77	67,247.14	44.83%
Gas	10,035.02	15,500.00	4,258.24	7,469.52	48.19%
TOTAL UTILITIES	\$ 151,912.29	\$ 182,000.00	\$ 20,447.41	\$ 85,381.51	46.91%
<u>MAINTENANCE / BUILDING OPERATION</u>					
Labor	\$ 77,347.71	\$ 85,342.00	\$ 12,298.43	\$ 52,915.53	62.00%
Maintenance Benefits	33,937.30	48,093.00	4,665.62	20,004.22	41.59%
Materials	25,160.53	20,200.00	2,359.04	22,413.90	110.96%
Contract / CFP Costs	304,677.97	180,000.00	7,505.35	91,616.07	50.90%
TOTAL ORDINARY MAINTENANCE	\$ 441,123.51	\$ 333,635.00	\$ 26,828.44	\$ 186,949.72	56.03%
<u>GENERAL EXPENSE</u>					
Insurance	\$ 28,352.38	\$ 30,600.00	\$ 2,386.35	\$ 16,743.12	54.72%
Payment in Lieu of Taxes	24,914.86	23,000.00	1,780.00	12,460.00	54.17%
Collection Losses	4,438.91	-	-	7,855.66	0.00%
Interest Expense / Other	34,625.21	32,000.00	-	-	0.00%
TOTAL GENERAL EXPENSE	\$ 92,331.36	\$ 85,600.00	\$ 4,166.35	\$ 37,058.78	43.29%
<u>EXTRAORDINARY / CASUALTY</u>					
	6,936.36	\$ 10,000.00	\$ -	\$ 4,545.00	45.45%
TOTAL OPERATING EXPENSES	\$ 2,073,711.37	\$ 2,073,268.30	\$ 186,480.88	\$ 1,195,055.29	57.64%
NET OPERATING INCOME (LOSS)	\$ 99,783.75	\$ 25,615.70	\$ (20,185.61)	\$ (24,251.04)	
<u>PROPERTY IMPROVEMENTS/EQUIP*</u>	\$ (32,087.93)	\$ (25,000.00)	\$ (14,163.68)	\$ (59,999.57)	
RESIDUAL RECEIPTS (DEFICIT)*	\$ 67,695.82	\$ 615.70	\$ (34,349.29)	\$ (84,250.61)	

* Accountant Reviewed

TRAVERSE CITY HOUSING COMMISSION

CONSOLIDATED INCOME AND EXPENSE BUDGET WORKSHEET

	Explanation / Description
OPERATING INCOME	
Property Rents	A total of collected rents from Riverview Terrace and Orchardview properties.
Investment Interest	A total of interest amounts earned.
Program Income: HCV	Housing Choice Voucher program dollars earned.
Program Income: FSS	ROSS funding designated for Resident Self Sufficiency Program.
Earned Income	A total of non-program dollars earned by TCHC.
HUD Property Subsidy	HUD dollars received to assist with rent deficits.
CFP / Draw on Subsidy	A total of Capital Fund Program dollars received plus what is drawn down from Checking Surplus
TOTAL OPERATING INCOME	A total of operating income amounts.
OPERATING EXPENSES	
Salaries	Includes all salaries for Executive Director, Associate Director, Program Manager, Support Staff.
Benefits	Includes all benefits for Executive Director, Associate Director, Program Manager, Support Staff.
Compensated Absences*	Year-end differences between annual leave amounts owed to employees.
Legal	Includes all legal fees for operational issues as well as commission governance issues.
Travel / Staff Training	Includes all conference, continuing education, and training fees plus travel expenses for all staff.
Accounting / Auditing	A total of all third party, contract accounting and auditing expenses.
General Office Expenses	A total of all office expenses including telephone charges, office equipment and supplies, etc.
TOTAL OPERATING EXPENSES	A total of all operating expenses across all program activities.
TENANT PROGRAMS & SERVICES	
Recreation and Other	Resident programming and activities associated with current tenants.
Cable Television	Fees paid to Charter Communications to provide cable television to residents.
HAP	Housing Assistance Payments to landlords in the five county area.
TOTAL TENANT PROGS / SERVICES	A total of all tenant programming and services.
UTILITIES	
Water	Fees paid to Traverse City Light & Power for water and sewer.
Electricity	Fees paid to Traverse City Light & Power for electricity.
Gas	Fees paid to DTE for gas utility.
TOTAL UTILITIES	A total of all utility expenditures.
MAINTENANCE / BUILDING OPERATION	
Labor	Includes all salaries and wages for maintenance team (2.5 persons)
Maintenance Benefits	Includes all benefits for maintenance team (2.5 persons)
Materials	A total of all purchases related to upkeep and maintenance of properties owned by TCHC.
Contract / CFP Costs	A total of all contract maintenance and upkeep costs by third party suppliers on properties owned by TCHC.
TOTAL ORDINARY MAINTENANCE	A total of all ordinary maintenance and building operation expenditures.
GENERAL EXPENSE	
Insurance	A total of all insurance monies paid by TCHC related to all operations.
Payment in Lieu of Taxes	Amount of property taxes paid to the City of Traverse City - adjusted by PILOT ordinance.
Collection Losses	A total amount of losses from rents when residents vacate units owing monies.
Interest Expense / Other	Misc.
TOTAL GENERAL EXPENSE	A total of all general expense expenditures.
EXTRAORDINARY / CASUALTY*	A total of unexpected and unbudgeted items plus expenses reimbursed from insurance proceeds.
TOTAL OPERATING EXPENSES	A grand total of all expenses.
NET OPERATING INCOME (LOSS)	This amount reflects total income over total expenses.
PROPERTY IMPROVEMENTS/EQUIP*	A total of all property and equipment purchased above \$1,500 capitalization threshold - plus all appliances. This category utilizes prior year(s) receipts of funding.
RESIDUAL RECEIPTS (DEFICIT)*	Final amounts to be determined by accountants.

* Accountant Reviewed

**TCHC MONTHLY CASH POSITION REPORT
END OF JANUARY 2017**

PUBLIC HOUSING

Chemical Bank	Checking	\$	57,973.27	
4Front Credit Union	Savings	\$	6,603.18	
TC State Bank	520011210	\$	162,061.53	
TC State Bank	1051647	\$	42,455.14	
First Merit Bank	53691	\$	162,617.56	
TC State Bank	4535723359	\$	75,547.82	
Chemical Bank	ICS Acct	\$	25,209.29	
Chemical Bank	1075909	\$	17,575.62	
Chemical Bank	9426	\$	100,374.28	
First Merit Bank	4532078534	\$	26,845.13	
4Front Credit Union	CD 16525-S100	\$	31,099.23	Certificate of Deposit
Chemical Bank	CD 806592	\$	51,464.11	Certificate of Deposit
SUB TOTAL		\$	759,826.16	

HOUSING CHOICE VOUCHER

PNC	Checking	\$	170,129.54	
Chase Bank	135080088317	\$	50,103.29	Escrow Account
SUB TOTAL		\$	220,232.83	

OTHER

HUD Held Reserves*		\$	554,397.00	Restricted
SUB TOTAL		\$	554,397.00	
TOTAL Cash & Cash Equivalents		\$	1,534,455.99	

* as of June 30, 2015

TCHC Policy Review Schedule

POLICY	First Adopted	Previous Review(s)	Scheduled Review	Update Complete
TCHC By-Laws				
ACOP (Admission & Continued Occupancy Policy)	October 19, 2004	June 17, 2014	May/June 2016	June 24, 2016
ADMIN (Administrative Plan HCV)	?	September 20, 2005	TBD	
Anti-Bullying & Hostile Environment Harassment Policy	January 1, 2005	Annual	March 2016	March 25, 2016
Asset / Physical Plant Management Addendum	NEW	NA	February 2017	On-Going
Capitalization Policy	January 22, 2016	NA	NA	January 22, 2016
Certificate of Deposit Signatories Authorization Policy	Unknown	Unknown	TBD	
Check Signing Policy	Unknown	Unknown	TBD	
Civil Rights Policy	Unknown	Unknown	TBD	
Community Room Policy	September 11, 1996	None	TBD	
Community Service Policy	February 2006	November 5, 2012	March 2016	March 25, 2016
Credit Card Policy	Unknown	Unknown	TBD	
Deceased Resident Policy	October 20, 2015	NA	NA	October 20, 2015
Disposition Policy	April 5, 1988	March 21, 2006	April 2016	April 22, 2016
Document Retention Policy	June 25, 1985	Unknown	TBD	
Doubtful Account Write-Off Policy	Unknown	Unknown	TBD	
EIV Policy	March 18, 2001	July 30, 2012	January 2017	January 27, 2017
Emergency Closing Policy	Unknown	Unknown	TBD	
Equal Housing Opportunity Plan	April 18, 2006	July 30, 2012	February 2016	February 26, 2016
Family Self Sufficiency Action Plan	March 8, 1990	None	TBD	
Freedom of Information Policy	August 31, 1998	January 1, 2013	September 2016	September 23, 2016
Grievance Policy	June 16, 2015	NA	NA	June 16, 2015
Hazard Communication Policy	Unknown	Unknown	TBD	
Inventory Policy	Unknown	Unknown	TBD	
Investment Policy	Unknown	Unknown	August 2016	August 26, 2016
Key (Master) Policy	June 25, 1985	Unknown	TBD	
Maintenance Policy	July 18, 2006	July 15, 2008	April 2016	April 22, 2016
Pet Policy	Unknown	Unknown	TBD	
	April 20, 2010	August 21, 2012	October 2016	October 28, 2016

This Document in NOT COMPLETE

Current as of February 2017

TCHC Policy Review Schedule

Petty Cash Policy	Unknown	Unknown	Unknown	TBD
Personnel Policy / Employee Handbook	Unknown	May 21, 2014	February 2017	February 2017
Pest Control Policy	Unknown	Unknown	Unknown	TBD
Procurement Policy	May 1, 1990	Unknown	Unknown	TBD
Public Housing Maintenance Plan	Unknown	Unknown	Unknown	TBD
Reasonable Accommodation	Unknown	Unknown	Unknown	TBD
Rent Collection Policy	April 5, 1988	None	None	March 2017
Safety & Evacuation Policy	Unknown	Unknown	Unknown	TBD
Schedule of Excess Utility Charges Policy	February 14, 1989	None	None	March 2017
Schedule of Maintenance/Repair Charges Policy	April 7, 1992	None	None	TBD
Sexual Harassment Policy	September 11, 1996	None	None	TBD
Smoking Policy	Unknown	Unknown	Unknown	TBD
Social Security Number Privacy Policy	January 22, 2016	NA	NA	January 22, 2016
Transfer Policy	Unknown	Unknown	Unknown	TBD
Travel Policy	Unknown	Unknown	Unknown	TBD
Trespass Policy	Unknown	Unknown	Unknown	TBD
Vehicle Policy	Unknown	Unknown	Unknown	March 2017
Social Media Policy	NEW	NA	NA	August 26, 2016



Traverse City Housing Commission
A Public Housing Authority

NEW BUSINESS

Officer Election: Vice President

Resolution to Change Authorized Signers on All Checking Accounts

Architectural Services Contract Review

Request from the City of Traverse City to Share a Drive with River West Development


TCHC Human Resources Policy & Procedures Manual - Presentation

Closed Session to Discuss Attorney-Client Privileged Communications
Regarding the Townsend v. TCHC Complaint per MCL 15.268(e)

TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: February 24, 2017
TO: All Commissioners of the Traverse City Housing Commission
FROM: Tony Lentych, Executive Director 
SUBJECT: Election of Vice President

MESSAGE:

As a result of the appointment of Michelle St. Amant by Mayor Carruthers earlier this month, we now have an open officer seat on the Traverse City Housing Commission. Per our By-Laws, we need to fill this position at our next regular meeting – February 24, 2017.

Below you will find the relevant portions of our By-Laws for guidance.


ARTICLE II – OFFICERS

3. Vice President. The Vice President shall perform the duties of the President in the absence or incapacity of the President; and in case of the resignation or death of the President, the Vice President shall perform such duties as are imposed on the President until such time as the TCHC Board shall elect a new President.
9. Vacancies. Should the office of President or Vice President become vacant, the TCHC Board shall elect a successor from their membership at the next regular meeting, and such election shall be for the remainder of the un-expired term of said office.

TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: February 24, 2017
TO: All Commissioners of the Traverse City Housing Commission
FROM: Tony Lentych, Executive Director 
SUBJECT: Resolution to Change Authorized Signers on All Checking Accounts

MESSAGE:

The recent departures of Jo Simerson and Kari Massa has left the TCHC with just two authorized signers on its checking accounts. The preferred number of authorized signers is four (4) with one (1) authorized signer being designated for emergency purposes only via internal controls. A new list of authorized signers was developed to serve our purposes going forward.

TCHC staff, therefore, recommends adoption of the following:

RESOLUTION TO CHANGE AUTHORIZED SIGNERS ON ALL CHECKING ACCOUNTS

February 24, 2017

WHEREAS, recent changes in staffing and in the composition of the Commission itself requires the Traverse City Housing Commission (TCHC) to update its list of Authorized Signers on all of its checking accounts; and

WHEREAS, a list of Authorized Signers was prepared for and submitted to the Executive Committee for review; and

WHEREAS, the TCHC concurs in the recommendation of the Executive Director and staff.

NOW, THEREFORE, BE IT RESOLVED by the Traverse City Housing Commission as follows:


The Traverse City Housing Commission acknowledges that the Authorized Signers on all Checking Accounts shall be as follows:

1. Anthony Lentych, Executive Director
2. Brian Haas, President
3. Kay Serratelli, Commissioner
4. Angela Szabo, Intake/FSS Program Coordinator (Emergency Signer Only)

TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: February 24, 2017
TO: All Commissioners of the Traverse City Housing Commission
FROM: Tony Lentych, Executive Director 
SUBJECT: Contract for Architectural & Engineering Services

MESSAGE:

Attached is the proposed contract for Architectural & Engineering Services from Alliance Architects, Inc. of South Bend, Indiana. As a result of the recent Request for Qualifications (RFQ) for Architectural and Engineering Service at the end of 2016, Alliance Architects was the highest ranked applicant. A "Notice of Prospective Award" was issued to Alliance and the contract negotiations were initiated.

The proposed contract reflects those discussions and, as you can see, the documents are quite similar in form and substance to previous contracts for architectural services. It uses a standard form issued by the US Department of Housing and Urban Development entitled: *Model Form of Agreement Between Owner and Design Professional (OMB No. 2577-0015)*. The work as described or identified within the contract is "per task order" meaning that the work requested and received will be commissioned, tracked, and evaluated by each task or job and not by the overall contract. The contract will be for up to three (3) years from the time of the contract's acceptance or until the last task order is completed, whichever comes last.

Commissioner Smits has received the contracts and is reviewing them – he intends to notify staff directly should he find any areas of concern.

ATTACHMENTS: Contract from Alliance Architects

TRANSMITTAL LETTER

ALLIANCE

ARCHITECTS

TO: Tony Lentych
Traverse City Housing Commission
150 Pine Street
Traverse City, Michigan 49684

DATE: February 3, 2017

PROJECT: Multi Year Agreement

WE ARE SENDING YOU:

COPIES	DATE	DESCRIPTION
2	2/3/17	Model Form of Agreement Between Owner and Design Professional

IF ENCLOSURES ARE NOT AS INDICATED, PLEASE NOTIFY US AT ONCE.

THESE ARE TRANSMITTED:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Reviewed as submitted | <input type="checkbox"/> Resubmit for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> As noted | <input type="checkbox"/> Submit for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Revise and Resubmit | <input type="checkbox"/> Return corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> Rejected | <input type="checkbox"/> Other: |

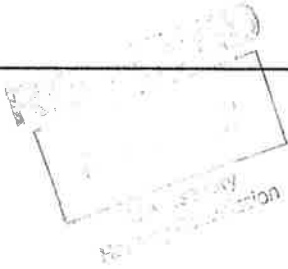
REMARKS:

Tony, enclosed are two copies of the multi year Owner/Architect agreement. Please review and if all is in order, sign both copies and return one to our office for our files. If you have any questions, please let me know.

Thanks Tony!

BY: Mark W. Leblang

cc: File



Model Form of Agreement Between Owner and Design Professional

TRAVERSE CITY HOUSING COMMISSION

AND

ALLIANCE ARCHITECTS, INC.

Model Form of Agreement Between Owner and Design Professional

U. S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No.2577-0015
(exp. 3/31/2002)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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Introduction to Agreement

Agreement made as of the 3rd day of February in the year of Two Thousand and Seventeen.

Between the **Owner**

TRAVERSE CITY HOUSING COMMISSION

150 Pine Street
Traverse City, Michigan 49684

and the **Design Professional**

ALLIANCE ARCHITECTS, INC.

929 Lincolnway East, Suite 200
South Bend, Indiana 46601

For the following **Project**

Architectural services for the Traverse City Housing Commission as needed and designated but not limited to those in the Request for Qualifications responded to December 27, 2016.

The Owner and Design Professional agree as set forth below.

See individual Task Orders.

Article A: Services

A 1.0 Design Professional's Basic Services - *May be modified by Task Order.*

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. ~~Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions.~~ Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquires
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract. *Refer to HUD 5370, Article 3, for Architects Duties and Responsibilities.*
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report ☐ weekly, ☐ semi monthly, ☐ monthly, or ☒ Per Task Order. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and countersign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within * calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within * calendar days from the date of receipt of written approval by the Owner of Schematic Design/ Preliminary Study documents.
- o Bidding, Construction and Contract Documents within * calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

*** Per Task Order**

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Article B: Compensation and Payment

B. 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of per Task Order plus Reimbursable Expenses identified in Article B.2.0. Such payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

See Individual Task Order(s)

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of as Approved/Task Order. Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) Per Task Order or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within

the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. *The Design Professional shall exercise ordinary care to conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American Owner. ~~The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations.~~* The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law or when the project is located on an Indian Reservation.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such reuse will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

Martin Murphy	Christopher Hartz	Kim Sieradzki
Jerome Eide	Patrick Leavell	Rick Podrasky
Mark Leblang	Kevin McShane	Brad White
William Lamie	Joe Nucciarone	
Anthony Paiano	Patrick Hess	
Mark Burrell	Michelle Blahovich	

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner's convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
General Liability	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Excess/Umbrella Liability	\$2,000,000.00
Worker's Compensation & Employers' Liability	\$500,000.00
Professional Liability	\$1,000,000.00

D. 1.8 Retention of Rights. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional's negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (f) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired

prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. 1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: 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.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The *Design Professional* agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The *Design Professional* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The *Design Professional* will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements

Terms of Contract shall allow for execution of task orders for up to three (3) years from the date of the execution of the Form of Agreement.

This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

Traverse City Housing Commission

(Housing Authority)

Alliance Architects, Inc.

(Firm)

(Signature)

Date



(Signature)

2/3/17

Date

Tony Lentych

(Print Name)

Mark W. Leblang

(Print Name)

Executive Director

(Print Title)

Treasurer

(Print Title)


TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: February 24, 2017

TO: All Commissioners of the Traverse City Housing Commission

FROM: Tony Lentych, Executive Director 

SUBJECT: Request for a Shared Drive

MESSAGE:

Last year, the City of Traverse City contacted the Traverse City Housing Commission to request that we consider sharing a drive with the project to be built on the property directly north of Riverview Terrace. Preliminary conversations were held then but due to legal issues, nothing was ever formally requested. Recently, the developers Erik Falconer and Joe Sarafa have decided to pursue a different design on the project site. Because the new design is build-by-right, only the site plan has to be approved by the Planning Commission. Obviously, the shared drive concept effects that design.

The developers have submitted some drawings to the Planning Commission for site-plan approval in early March. During a recent Executive Committee meeting, Commissioners Smits and Haas identified four preliminary reasons for the TCHC to seriously consider this request:

- Safety: For our Residents AND for the Public (three drives could end up being one drive but this proposal is concentrated on combing two drives).
- Capital Improvements: Our parking lot was in need of Improvements anyway.
- Storm Water Retention—Quality—Management.
- Opportunity to Increase Parking Spaces (with removal of the berm).

Last year, we implemented a new Asset/Physical Plant Management Policy to address requests like this one. The intent of the policy is to clarify how TCHC addresses non-traditional and special request for changes or modification to real property owned by the Commission. In order to fully consider this request, the following procedures need to be addressed:

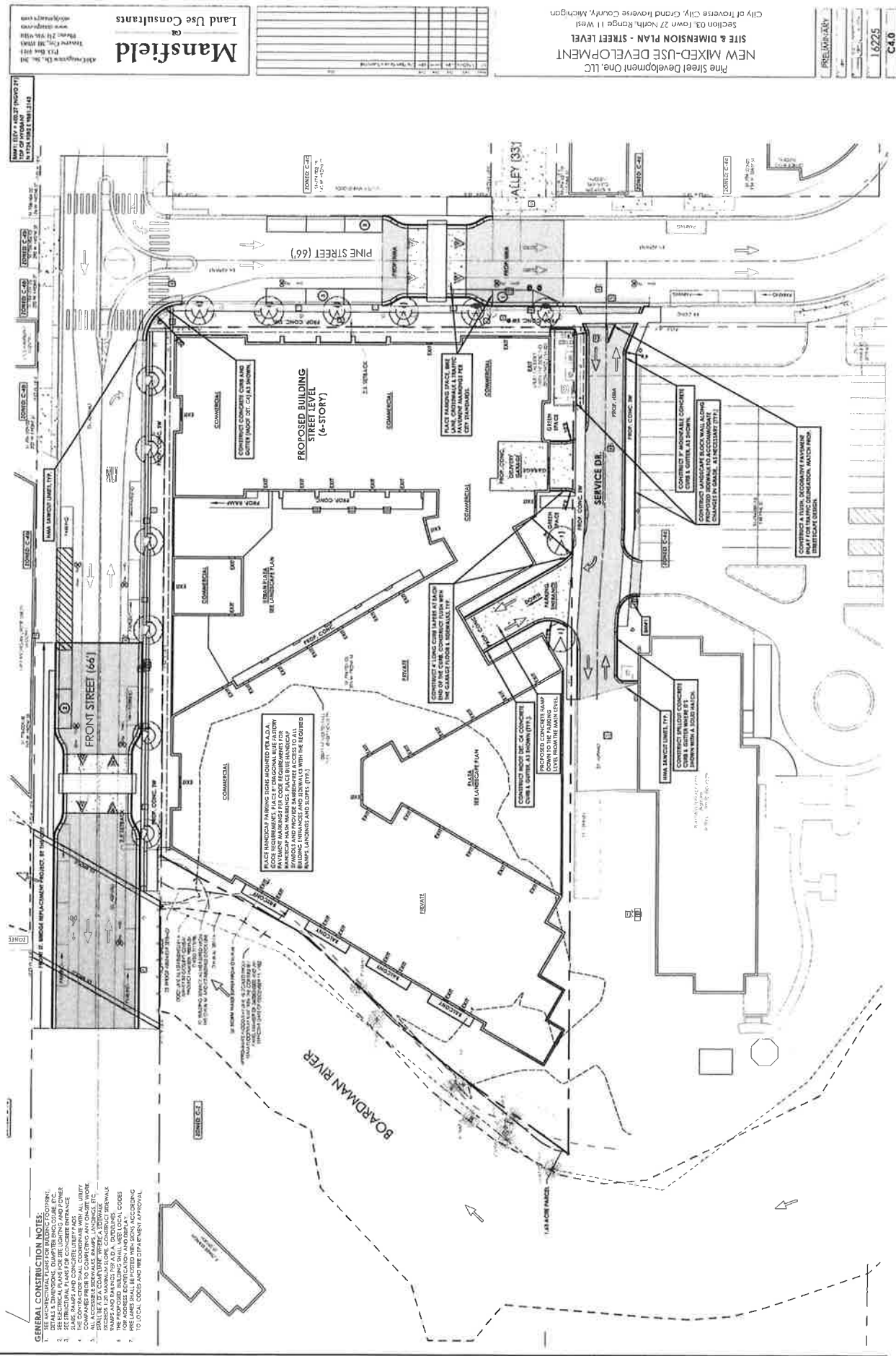
- A. Requests for such projects shall be in writing (*the City of Traverse City made such a request in 2016*).
- B. Requestor(s) shall be identifiable as well as the known beneficiaries of the proposed project (*Erik Falconer and Joe Sarafa have been long known to be the owners and developers of this property*).

- C. When appropriate, professionally produced drawings and/or design documents are required prior to any final discussions or decisions (*there have been multiple drawings provided to us – all at the expense of the developers*).
- D. TCHC staff will be charged with producing the final presentation for the Housing Commission and all interested parties. Staff will refrain from recommending a final course of action to the Commission but is allowed to utilize third-party sourced materials for its final presentation (*started but not completed*).
- E. Regardless of the impact of the proposed project, residents will be given the opportunity to provide comment on the project prior to its approval (*a meeting with the residents of Riverview Terrace is scheduled for early March*).
- F. The Housing Commission will approve of the proposed project at one of its regularly scheduled monthly meetings (*final approval will be requested at the regular meeting in March – or later if need be*).
- G. The Housing Commission may delegate to staff the final negotiations and/or implementation of the approved project (*to be determined*).

The developers have been given permission to submit the shared drive design to the City for its site plan review. No party has any expectation that this is the final decision of TCHC and the City is aware that a design without a shared drive may be substituted at a later date. The developers are preparing an offer that will include some shared landscaping and sidewalk installation. Whatever site improvements we decide to pursue in our parking lot may be implemented at a later date.

For the purposes of today's discussion, we are merely reviewing the design and soliciting feedback from Commissioners on the potential of a shared drive that utilizes the Fire Lane (or current exit). Any and all input will be utilized to prepare the final report to the Commission.

ATTACHMENTS: Site Plan Drawings (2)



- GENERAL CONSTRUCTION NOTES:**
1. SEE ARCHITECTURAL PLANS FOR BUILDING FOOTPRINT, ELEVATIONS, AND FINISHES.
 2. SEE ELECTRICAL, MECHANICAL, AND PLUMBING PLANS FOR BUILDING SYSTEMS.
 3. SEE CIVIL/TRAFFIC PLANS FOR CONCRETE INFRASTRUCTURE, PAVEMENT, AND TRAFFIC CONTROL.
 4. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY LOCATIONS AND PROVIDE PROTECTIVE MEASURES FOR ALL UTILITIES.
 5. ALL ACCESSIBLE SIDEWALKS, RAMP, AND DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
 6. RAMP AND DRIVEWAY PAVEMENT SHALL BE CONSTRUCTED TO MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

Mansfield
Land Use Consultants
20000 Woodward Ave., Suite 200
Farmington Hills, MI 48334
Tel: 248.463.1100
www.mansfieldconsultants.com

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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NEW MIXED-USE DEVELOPMENT
Pine Street Development One, LLC
Section 03, Town 27 North, Range 11 West
City of Traverse City, Grand Traverse County, Michigan
SITE & DIMENSION PLAN - STREET LEVEL

PRELIMINARY	16225	C4.0
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TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: February 24, 2017

TO: All Commissioners of the Traverse City Housing Commission

FROM: Tony Lentych, Executive Director 

SUBJECT: Human Resources Policies & Procedures Manual

MESSAGE:

Attached is the “first” final draft of a proposed Human Resources Policies & Procedures Manual. This document has been prepared with assistance and review of the City of Traverse City’s Human Resources staff persons. The goal of utilizing the City staff was to update our previous manual according the current laws and regulations, plus to bring our policies and procedures more in line, where ever possible, with the policies and procedures of the City.

Today’s presentation is just the first conversation. Commissioner Serratelli has reviewed the document and made several comments and suggestions that are not yet included in the draft document. We will have at least one more meeting before the Governance Committee to review this document. The plan is to bring the final document to the Commission at next regular meeting.

ATTACHMENTS: Draft HR Policies & Procedures

TRAVERSE CITY HOUSING COMMISSION

DRAFT PERSONNEL POLICY & PROCEEDURE MANUAL

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INTRODUCTION

Personnel Policies and Procedures are developed and implemented to advance the goals of the Traverse City Housing Commission (hereinafter referred to as “TCHC”) by defining the rights and responsibilities of management and employees through consistent and equal application of policies while giving full consideration to employee morale and welfare.

The success of any organization in achieving its goals depends to a great degree upon the caliber of its employees, the policies which govern employment and all other issues related to personnel. A housing authority which has qualified employees who possess the necessary knowledge, skills and abilities will succeed in its primary mission of providing area low-income families housing that is decent, safe, and sanitary and in good repair, to low-income families in its service area. Well conceived and written personnel policies enhance TCHC's ability to obtain and retain qualified staff.

Employees have responsibilities as well as rights with respect to the establishment and maintenance of sound worker-management relationships. Recognizing the obligation of the TCHC to provide a pleasant work environment and treatment conducive to high worker morale, the employee should be responsible to:

Render a full day's work for a full day's pay; and observe the spirit as well as the letter of the rules and regulations promulgated to govern official conduct.

The purpose of this Personnel Policy is to provide general guidance to the employees and the TCHC's administrative staff members responsible for processing personnel actions. Those staff members are responsible for implementing the policies and procedures contained in Sections 1 through 13 that follow.

This document, containing the personnel policies and procedures of the Traverse City Housing Commission, as approved by the Board of Commissioners, does not constitute a contract of employment or agreement with any employee or group of employees, and is subject to change by the Board of Commissioners at any time. **This is not intended to be an all-inclusive list of policies and procedures of the TCHC, however, it is a guide to help answer the most commonly asked questions and sets forth the guidelines under which the TCHC operates. The TCHC reserves the right to change any terms or provisions at any time.**

All TCHC employees are employees “at-will”, **this means that either you (the employee) or the TCHC may terminate the employment relationship at any time, for any reason.** Nothing contained herein shall in any way alter such status. The Executive Director of the TCHC shall be employed through the use of an employment contract, negotiated and agreed to between the TCHC Board and the Executive Director.

This Personnel Policy supersedes all previous Personnel policies and/or handbooks.

Each employee shall be provided a copy of this document at the time of initial hire. It is the responsibility of each employee to become familiar with all TCHC policies.

Section 1. Basic Policies

This section presents the TCHC's basic policies concerning the employment process. Of particular importance are those areas pertaining to: (1) recruiting and preferences; and (2) equal employment opportunity, sexual harassment, and reasonable accommodation. The latter requires that the TCHC comply with requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the American's with Disabilities Act (ADA) of 1990, subsequent legislation, and the United States Department of Housing and Urban Development (HUD) regulations.

A. Recruitment and Preferences

1. The Executive Director shall be appointed by the TCHC as prescribed in the By-Laws of the TCHC. The Executive Director shall also be the Secretary of the Board of Commissioners of the TCHC and shall exercise such duties as set forth in the By-Laws. The Executive Director, with prior consent or approval from the Board of Commissioners, has authority to establish or abolish positions or classes of positions within the organizational structure.
2. The TCHC shall announce by appropriate means all vacancies to be filled and shall maintain a public posting of current employment opportunities. Each announcement, shall specify the title, salary, nature of the job, and the required qualifications.

Internal advancement shall be promoted whenever possible. Advancement shall be based on an individual's job performance in addition to management's evaluation of ability, the capacity for professional development and the capacity for handling of additional responsibilities.

The TCHC shall take positive steps to assure that the recruitment posting is effectively disseminated among employees as well as to the broader labor market. Exceptions to this provision shall be:

- (a) Positions in which returning military veterans, whose positions have been abolished during their absence, are qualified to fill;
 - (b) Resident applicants are encouraged to apply for entry-level positions for which they have appropriate qualifications.
3. Each announcement shall contain a statement affirming the TCHC's commitment to a policy of equal employment opportunity. All information submitted with the application is subject to verification. Depending upon the nature of the vacancy and administrative requirements, applicants may be required to undergo written, oral,

performance, physical ability, criminal background checks, and/or other evaluation procedures as reasonably related to job requirements, and as permitted by law.

Any false information given by an applicant or an unfavorable driver's record, for persons applying for positions which require a driver's license, shall be grounds for voiding an application and/or an appointment and/or termination at any time.

4. All applicants shall file written applications, on forms provided by the TCHC, setting forth their experience and qualifications. If all other factors are equal, preference will be given to applicants in the following order:
 - (a) Qualified regular full-time employees (seniority given first consideration);
 - (b) Qualified public housing residents and Section 8 program residents;
 - (c) All other qualified applicants.
5. All applicants shall be disqualified from consideration for employment if the individual: (1) does not meet the qualifications deemed necessary for performance of the duties of the position involved; (2) has made a false statement of material fact on his/her application or supplements thereto; (3) has committed or attempted to commit a fraudulent act at any point in the evaluation process; (4) is not a legal resident of the United States at the time application is made; and (5) is not authorized to work in the United States. An applicant may be disqualified from consideration based upon other reasonable grounds relating to job requirements.
6. Qualification standards for employment will include education, experience, skills and abilities necessary to adequately perform the job.

B. Pre-Employment Physical Examination

1. The TCHC may not conduct or seek to make an inquiry as to whether an applicant is disabled or the nature or severity of the disability unless such inquiry is in direct relation to candidate's ability to perform essential functions of a job.
2. The TCHC may require a job-related medical examination after an conditional offer of employment has been made to a job applicant and prior to the commencement of employment for certain job categories. Normally, this is only done for maintenance personnel or individuals whose duties require physical exertion. The scope of the medical examination shall be limited to the physical requirement of the position. All information obtained with respect to pre-employment physical examinations shall be kept confidential. This is an allowable cost to the TCHC.
3. Pre-Employment Drug-Test. All candidates who have received a written offer of

employment will be required to undergo testing for commonly abused controlled substances in accordance with TCHC policy. Candidates who refuse to submit to a drug test or who fail to show up for a drug test will no longer be considered for employment. All records concerning test results will be kept in medical files that are maintained separately from TCHC personnel files.

C. Training and Supervision

The TCHC will encourage employees to take advantage of opportunities for the development of the abilities of employees through training program, and by assisting employees in improving their efficiency through sound performance evaluations.

D. Motor Vehicle Report

(See "Use of Authority's Vehicles and Equipment - Driver Evaluation Program")

A Motor Vehicle Report will be obtained on all persons hired for jobs requiring operation of a vehicle.

E. Newly Hired Employee Orientation

All newly hired employees will participate in an orientation, which will include an overview of the policies and procedures for the TCHC and completion of the necessary forms for employment.

F. Employment At-Will

The State of Michigan is an "at-will" state. This means **your employment with the TCHC is a voluntary one. Either you or the TCHC may terminate your employment at any time, with or without notice or cause. Nothing in this Personnel Policy or in any document or statement by a Supervisor or Manager, shall limit your right or the TCHC's right to terminate the employment relations.** There shall be no expectation of continued employment, promotion or any personnel benefits except as required by federal or state law. The only exception to this policy is for employees who have a written contract with the TCHC, which outlines specific benefits, terms and/or conditions of employment.

By accepting employment, the employee agrees to conform to the policies and regulations of the TCHC. No administrative staff or representative of the TCHC has any authority to enter into an agreement for any specific period of time or to make any agreement regarding an employee's length or condition of employment. Only the Executive Director is authorized to modify the TCHC at-will employment policy or enter into any agreement contrary to this policy. Any such agreement/modification must be in writing and signed by the employee, Executive Director and approved by the Board of Commissioners.

G. Drug-Testing for Reasonable Suspicion

Because TCHC employees are in contact with the public and members of residential communities on a daily basis, the TCHC works to assure that its employees conduct themselves in professional and appropriate behaviors at all times. Drug-testing for reasonable suspicion is to be utilized during appropriate situations. "Reasonable Suspicion" is the observance of aberrant or unusual on-duty behavior of an individual employee which:

1. Is observed on-duty by the employee's immediate supervisor or another employee and confirmed by the observation of another supervisory employee. Observations shall be documented by the observer(s). And,
2. Is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
3. Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side-effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.)

An employee who refuses to consent to an alcohol and/or drug test will be discharged from employment.

H. Merit System

1. The employment of personnel and all actions affecting employees such as pay increases, promotions and transfers, shall be based solely on merit, ability, experience and qualifications.
2. Qualifications for available positions will be clearly stated in all position announcements.

I. Equal Employment Opportunity, Persons with Disabilities, and Sexual Harassment

1. Summary

The TCHC will comply with and implement all applicable laws, regulations, Executive Orders and rules that pertain to Equal Employment Opportunity, Employment of Persons with Disabilities, Reasonable Accommodation, Sexual Harassment and other personnel matters.

The TCHC is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. Equal employment opportunity and non-discriminatory commitments include, but are not limited to, the areas of hiring, promotion, demotion or transfer, recruitment, discipline, layoff or termination, rate of compensation and company sponsored training.

All employment decisions at The TCHC are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, sexual orientation, gender identity and/or expression, marital, domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate.

Any employee who believes he or she has been discriminated against must immediately report any incident to the company's designated EEO Officer.

The TCHC will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.

2. The Executive Director is the EEO Officer
3. Sexual Harassment

This policy applies to TCHC employees in all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. This also applies to the conduct of a TCHC employee towards a resident, members of the public, supplier and contractor. The TCHC will not tolerate sexual or other types of harassment, and will take all steps necessary to prevent its occurrence. While this policy sets forth TCHC's goals of promoting a workplace that is free from harassment, the policy is not designed or intended to limit the TCHC's authority to discipline or take remedial action for workplace conduct which the TCHC deems unacceptable, regardless of whether that conduct satisfies the definition of Harassment

Sexual harassment is any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that can be reasonably determined to constitute the following unlawful behavior, when:

- (a) Submission to the conduct is required as either an explicit or implicit term or condition of employment; or

- (b) Submission to or rejection of the conduct is used as a basis for employment decisions affecting the employee; or
- (c) The conduct has the purpose or effect of substantially interfering with work performance, or of creating an intimidating, hostile or offensive work environment.

While it is not possible to list all those circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life;
- Comments about an individual's body, sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons, including by downloading such materials from the Internet;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take personnel action, including the promotion of employees who submit to sexual advances, and the refusal to promote employees who resist or protest sexual overtures.

A TCHC supervisor who uses implicit or explicit coercive sexual behavior to control, influence, or affect the career, salary, or job of an employee is engaging in sexual harassment. Similarly, an employee who behaves in this manner in the process of conducting TCHC business is engaging in sexual harassment.

An employee who participates in deliberate or repeated, unsolicited verbal comments, gestures, or physical conduct of a sexual nature and which are unwelcome and create an offensive and hostile work environment is also engaging in sexual harassment.

It is the policy of the TCHC that sexual harassment is unacceptable conduct in the workplace and will not be condoned. Personnel management within the TCHC will be implemented free from such harassment. All TCHC employees will avoid conduct which undermines these principles. At the same time, it is not the intent of the

TCHC to regulate the social interaction or relationships freely entered into by TCHC employees and not negatively affecting their job performance.

A TCHC Employee can supercede any supervisor or the Executive Director in order to file a sexual harassment complaint. Complaints can be made directly to the TCHC Board Chairperson or to the HUD Field Office in Detroit. **Retaliation against an employee who has complained about sexual or other discriminatory harassment, or against an individual who has cooperated with an investigation of such harassment is strictly prohibited and will not be tolerated by the TCHC.**

Complaints of possible sexual harassment will be processed according to the guidelines in the TCHC's Equal Employment Opportunity (EEO) Policy attached to this policy.

4. ADA – Reasonable Accommodations Policy

The TCHC is committed to equal opportunity in all aspects of employment for qualified individuals with a disability. In accordance with the Americans with Disabilities Act (ADA) and state law, it is The TCHC's policy to provide reasonable accommodations in employment to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the operation of The TCHC's business or would change the essential functions of the position. Retaliation against an individual with a disability for utilizing this policy is prohibited.

Job accommodations are meant to enable you to be successful in performing the essential functions of your job. For that reason, essential functions of your job cannot be eliminated as part of an accommodation. Determination is an interactive process. If you have questions, contact the EEO Officer.

5. Other Types of Discriminatory Harassment

The TCHC's policy also prohibits verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, sexual orientation, gender identity and/or expression, marital, domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or other protected classification, and that:

- (a) Has the purpose or effect of creating an intimidating, hostile, humiliating or offensive working environment,**
- (b) Has the purpose or effect of unreasonably interfering with an individual's**

- work performance, or
- (c) Otherwise adversely affects an individual's employment opportunities.

While it is not possible to list all those circumstances that may constitute discriminatory harassment, the following are some examples of conduct which may constitute discriminatory harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Epithets, slurs, negative stereotyping, or jokes, or threatening, intimidating or hostile acts that relate to race or other protected classification;
- Written or graphic material that denigrates or shows hostility toward an individual or group because of race or other protected classification and that is circulated in the workplace, or placed anywhere in the Company's premises such as on an employee's desk, workspace or on Company computer, email or voicemail.

Retaliation against an employee who has complained about sexual or other discriminatory harassment, or against an individual who has cooperated with an investigation of such harassment is strictly prohibited and will not be tolerated by the TCHC.

6. Responsibility for EEO Compliance

The Executive Director is responsible for ensuring that all TCHC construction contracts include the appropriate EEO language, including language pertaining to discrimination because of disability or age.

The Executive Director's position description is written to include this additional responsibility.

J. Politics

All members, officers, and employees of the TCHC whose employment as such constitutes their principal employment, are subject to the provisions of Section 12 (a) of the Hatch Act, as amended and specifically Federal Statute 5 U.S.C. 1501 and 1502 et. Seq. Employees shall not use their offices for political purposes, solicit or receive political contributions from other employees or from development occupants, be candidates for election to partisan public office or take an active part in political campaigns, or use political influence in connection with their employment status and other provisions under the Act. Employees shall be free to vote as they choose. If any individual is doubtful as to his/her status under the Hatch Act, he/she may present the matter in writing to the appropriate department or agency of the United States Government.

K. Nepotism

Per the Annual Contributions Contract (ACC) and applicable HUD regulations, the TCHC may not hire an employee in connection with a Low-Rent or Section 8 program within the 2nd degree of relationship (defined in the ACC as spouse, mother, father, brother, sister, or child of a covered class member, whether as a full blood relative, or as a “half” or “step” relative, e.g., a half-brother or stepchild) if the prospective employee is an immediate family member of the following class members: Commissioner, Executive Director or other top administrative employee. This shall remain in effect throughout the class member’s tenure and for one (1) year thereafter. This includes:

1. Any present or former member or officer of the governing body of the TCHC. This does not apply to any former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the TCHC;
2. Any employee of the TCHC who formulates policy or who influences decisions with respect to a TCHC development(s);
3. Any public official, member of the local governing body, or state or local legislator, who exercises functions or responsibilities with respect to a TCHC development(s) or the TCHC itself.

No employee shall be the direct supervisor of an employee to whom he/she is related.

The requirements of this subsection may be waived by the TCHC’s Board of Commissioners for good cause, if providing such waiver is permitted by HUD.

L. Authority to Establish Procedures

All personnel policies, amendments, or additions must be approved by the TCHC’s Board of Commissioners. In directing and coordinating the work of the entire TCHC to assure effective and economical accomplishment of its assigned objectives, the Executive Director is authorized to pay wages, recommend changes in personnel policies and procedures.

Section 2. Organization

The TCHC shall be organized in a manner that provides for effective and efficient use of all staff members. Policies concerning the TCHC's organization plan, type of positions, probation requirements and employee position descriptions are outlined below.

A. Organization Plan

1. The TCHC will have an organizational structure that encompasses all job classifications for its management and operational units including Executive, Administrative, Financial, Housing Management, Maintenance, Section 8 programs, and Resident Services.
2. The organizational structure will be documented in an organization chart and the structure and chart will be designed to:
 - (a) Clearly outlines areas of authority and responsibility;
 - (b) Promote and increase efficiency in providing services and responding to the general public; and
 - (c) Informs employees of their place or role in the overall organization.

B. Employment Status Categories

1. **Regular:** The regular administrative staff and maintenance staff of all the TCHC's housing programs, whether on a full or part-time basis, shall be considered regular positions. All regular employees shall be legal citizens or residents of the United States.
2. **Part-time, Temporary, and/or Seasonal:** Employees appointed to these positions perform various or specialized tasks of a part-time or temporary nature and are hired for a specific period of time and/or job. Determination for the need of temporary part-time staff is made by the Executive Director and may be based on documented need submitted by managers and supervisors. Such employees shall not be eligible for compensation due to absence from work or benefits (i.e. holidays, annual or sick leave benefits, etc.), except for Workers' Compensation, unemployment insurance and Social Security, as detailed in Section 12 of this policy. At the end of the agreed period of temporary appointment or when the work assignment is completed, the employee shall be separated from the TCHC, unless employment is extended by written approval of the Executive Director. Compensation shall be computed at hourly rates. All part-time, temporary and seasonal employees shall be legal citizens or residents of the United States.

Note: Part-time employees work 36 hours a week or less.

3. Age Requirements: Persons under the age of eighteen (18) shall not be considered for regular or temporary employment unless they have had their minor-status legally removed (i.e. legally married, emancipated minor, etc.). Persons under the age of eighteen (18) that are covered under an approved government-sponsored youth training program are exempt from this provision.

C. Probationary Period Requirements

1. Probationary Period: All newly hired employees must successfully complete a six (6) month probationary period prior to becoming a regular full-time employee eligible for all benefits of the TCHC. **Upon completion of the first ninety (90) days probationary period, full-time employees shall be afforded Medical and Dental benefits pursuant to the terms the appropriate plan providers to be effective the first day of the month following ninety (90) from the date of full-time employment.**

The probationary period shall be used to closely observe and evaluate the work and performance of new full-time employees and to encourage adjustment(s) to their jobs. Only those employees who satisfactorily meet the performance standards during the probationary period shall be retained. At the end of the probationary period, successful full-time employees will be receive full benefits, including sick leave, annual leave, and grievance procedures. Annual leave may not be used by new employees during this probationary period.

After full-time employees have successfully completed the probationary period they will be credited the accrued annual leave from their date of employment. Time spent as a temporary, monthly or hourly employee may be counted as probationary when considering an employee in this status for a regular full-time position. The probationary period may be extended beyond the six (6) month period only with prior approval of the Executive Director, and if it is determined that the additional period will substantially benefit the TCHC. Similarly, an employee may be terminated for any reason prior to the end of the probationary period.

2. Probation Resulting from Transfer or Promotion: Any regular full-time employee who changes position (whether through promotion or transfer at his/her request to a different kind of position) may serve a three (3) month probationary period from the date of appointment to the new position. Continued employment in the new position shall be contingent upon satisfactory performance during the probationary period. Evaluation of the employee's performance will be made during this period.

An employee whose probationary period results from a promotion and/or transfer, which is not prompted by the employee, may use his/her annual (vacation) leave during this period.

D. Recommended Public Housing Management Certification and Other Certifications

It is the policy of the TCHC that the Executive Director and Public Housing Managers and/or Development Managers be certified under the Public Housing Management Certification Program as sanctioned and, at present time, recommended by HUD.

However, it is the policy of the TCHC that all personnel be certified for their respective positions, if such certification is available, and there are adequate funds for said training.

1. Public Housing Management Certification or “Other” Certifications must be obtained from a HUD sanctioned institution such as the NAHRO, Michigan Housing Directors Association, Michigan State Housing Development Authority (MSHDA), National Center for Housing Management, Institute of Real Estate Management, etc.
2. While it is a prerequisite for employment, these applicants/employees (especially the Executive Director) should have their certification upon employment and/or promotion to such positions. Those without the certification will be allotted twelve (12) months to be certified, unless otherwise agreed upon.

Procedure:

- (a) Upon employment and/or promotion, the Executive Director and Public Housing Managers and/or Development Managers and other certifiable employees will provide the TCHC a copy of their HUD approved Public Housing Management or Other Certifications.
- (b) Those not certified will be officially informed in writing of the Public Housing Management and “Other” Certification Policy requirements.
- (c) Certification Cost.
 - (1) If funds are available, the TCHC may pay for the employee’s initial training and certification examination cost.
 - (2) If necessary, the TCHC may pay for a second certification examination cost.
 - (3) The employee may enroll for the training and/or certification examination at his/her own expense after (1) and (2) above.
- (d) The employees who are unable to obtain the required certification within the twelve (12)-month period will not be able to continue in the position. The

TCHC may terminate such employee or transfer the employee to a vacant position not requiring the certification.

E. Position Descriptions

1. The TCHC will have a Position Description for each of its job classifications.
2. The position descriptions will show the applicable management or operational unit's immediate supervisor, duties and responsibilities, qualification standards for the position and other related matters such as complexity of the work, work environment, etc.
3. All regular full-time employees will be provided a copy of the position description applicable to their job classification.
4. The position descriptions will be updated periodically to assure compliance with changes in HUD rules and regulations or changes or realignments in duties and responsibilities.
5. The position descriptions will be used by the TCHC rating officials when making evaluations of job performances as prescribed in the TCHC's Employee Performance Evaluation System.

Section 3. Compensation

TCHC policies concerning determinations of wages and salaries, salary ranges, pay periods, and changes in compensation are outlined below.

A. Determination of Salary or Wages and Commissioners' Expenses

1. For technical staff and maintenance personnel whose rates are set pursuant to the Annual Contributions Contract, appropriate compensation rates shall be paid on the basis of prevailing wages of public entities located in the TCHC's service area and State of Michigan, as determined by private survey results and/or by the Labor Relations Division of the United States Department of Housing and Urban Development (HUD).
2. All administrative staff salaries shall, at minimum, be comparable to local public entity's practice. Additionally, wages scales for PHA's in the State of Michigan shall be compared. Public entities, as referenced here, may consist primarily of the municipal or county government and of such local bodies as public schools, public hospitals, or other institutions supported by public funds.

Comparability is determined in the following manner:

- a. identify local public entities and Michigan PHA's with job classifications that are similar to those of the TCHC;
- b. identify job classifications that are comparable by reviewing and analyzing pertinent records such as job descriptions and pay data;
- c. documents the comparable positions and calculates the comparability salary rates;
- d. fringe benefits are excluded in making comparability surveys.

The comparable compensation rates are subject to the approval of the Board of Commissioners based upon the recommendations of the Executive Director and further subject to budget limitations.

The TCHC may determine comparability or use consultants to conduct salary comparability surveys and studies.

3. Under Part A Section 14(B), of the Annual Contributions Contract it states "No funds of any project may be used to pay any compensation for services of members of the HA Board of Commissioners". Compensation for the travel and related expenses of Commissioners is permitted. Special Circular Letter Number 93-033 prohibits TCHC Commissioners from receiving per diem, per state law. All expenses paid to Commissioners shall be actual, documented by receipt, and within limits stated in

this policy.

B. Salary Ranges

Each employee shall be paid a salary commensurate to their job skills/position. The salary/wage rate for each position shall be determined by the Executive Director based upon job skills, annual performance evaluations and/or the availability of funding. All salary increases shall be approved or denied by the TCHC Board through the annual Budget process.

C. Pay Period

Regular full-time and part-time employees shall have bi-weekly pay periods during the calendar year (January-December). Pay dates will be on Tuesdays unless those dates fall during a holiday. If so, pay dates will be on the day prior to a holiday. Any erroneous overpayment does not confer the right of retention and shall be automatically adjusted from any accrued pay whenever such error is detected or through a collection process if employment has since terminated. All employees will receive their pay through direct deposit to a financial institution bank account of their choosing or through a PayCard.

Non-Administrative personnel shall be paid at their respective hourly rates for all hours worked and all hours taken as paid leave.

Temporary Employees shall be paid on the basis of stipulated hourly rates. Payment shall be made by check and the pay period may coincide with regular TCHC's payroll period.

D. Changes in Compensation. Any and all changes in compensation must be provided for in the budget.

1. Cost of Living: Any pay increases shall be authorized by a decision of the Board of Commissioners, on the recommendation of the Executive Director, subject to budget limitations and prevailing funding guidelines.
2. Performance Increases: Performance increases in an employee's pay within the TCHC's salary schedule may be authorized by a decision of the Executive Director if allowable within existing budget parameters. A merit increase shall not be based on the amount of time an employee has been in a certain pay step but upon measurable job performance.

Pay increases, if any, will be based upon an annual evaluation of each employee's job performance. These evaluations will be made in accordance with the policies and procedures contained under the TCHC's policy on Employee Performance Evaluation Systems.

E. Employee Pay Deductions (see also in Section 12, Other Matters, B. “Employee Benefit Programs”)

Employees have the opportunity to participate in various plans offered by the TCHC. Employees may elect to pay for the cost of participating in those plans by payroll deductions. Before any deductions from employees’ wages are made, other than those required by law such as Social Security, Medicare, income tax and state unemployment tax, or a court-ordered deduction, employees must authorize the deduction in writing. Forms for authorizing a deduction are available in the Administrative office. No deduction will be made without written authorization.

Each payment of wages that employees receive will include a statement of the deductions that have been made from the employees’ gross earnings to arrive at the net amount of the wage payment. Should employees need a more comprehensive explanation of the reason for a deduction or how the deducted amount was calculated, they should contact the Administrative office during regular business hours.

Section 4. Changes of Employment Status

A TCHC staff member’s employment status can change based on certain conditions. The following policies pertain to those conditions, which include promotion, demotion, transfer and suspension.

A. Promotions

Consistent with efficient operation and budget parameters, vacant or newly created positions may be filled when possible at the discretion of the Executive Director, by the promotion of qualified regular full-time employees, as set forth in Section 1, paragraph A.2.

B. Demotions

An employee may be subject to demotion under the following conditions:

1. If the employee has been found unsuitable for his/her present position but may be qualified or able to give satisfactory service in a lower paying position.
2. If the position has been either abolished or reallocated to a lower paying class and he/she cannot be transferred to a position of equal pay. It shall be clearly indicated on all personnel records that the transaction in no way reflects on the employee's performance or ability.

3. If a position is funded at a percentage of greater than 75% through a grant opportunity, which must be applied for, and that grant is not funded for any reason, the employee in that position will have their annual salary reduced accordingly. In no case will an employee's wages be reduced by more than 75% of their current wages or whatever amount that the annual budget will support.

C. Transfers

1. An employee may be transferred within the organization, if there is an available position where his/her highest skills will be best utilized.
2. When a transfer of an employee is necessary, due to organizational changes, every effort shall be made to place the affected employee in a position which will permit him/her to retain their current salary.
3. In making a transfer within the organization, employee preference may be considered given by the Executive Director.

D. Suspensions

1. An employee may be suspended from duty without pay by the Executive Director: (1) for a period not to exceed a six (6) months for disciplinary reasons; and (2) for an indefinite period pending the investigation of charges which, if substantiated, could result in the dismissal of the employee from the TCHC. Prior to the suspension, the employee must be given a notice which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance or conduct. The notice of suspension shall be permanently retained in the employee's official personnel file.
2. The employee must be given an opportunity to respond to the notice of suspension in the presence of the person who signed the notice. Unless another staff member is designated in writing, the Executive Director is the only person authorized to sign the suspension notice.

Section 5. Termination of Employment

The following policies describe the manner in which employment with the TCHC may be terminated.

A. Dismissals

An “at-will” employee may be dismissed by the Executive Director from the TCHC at any time with or without notice and with or without cause.

B. Resignations

An employee who desires to resign from his/her employment with the TCHC should give a minimum of ten (10) working days notice in writing to the Executive Director. If the employee so desires he/she may set forth his/her reasons for resigning. A resigning employee shall not be entitled to any pay increase pending, or not yet approved by the Board of Commissioners, or by HUD.

An employee who resigns from employment with the TCHC in good standing shall receive all compensation due him/her in salary. An employee who is dismissed or who resigns without submitting notice of resignation at least ten (10) working days in advance of the effective date of the resignation shall not be considered to have left his/her employment with the TCHC in good standing.

C. Termination Pay (See also “Final Paycheck”)

An employee who resigns his/her employment in good standing (giving at least 2 weeks or 10 working days notice) shall be paid in a lump sum for any accumulated annual leave, less any debts owed to the TCHC. An employee resigning or being terminated from employment with the TCHC shall receive all compensation due him/her in salary, and unused accrued annual leave, and. Calculation of termination pay for annual leave, will be at the base rate of pay being received by the employee at the time of separation from the TCHC.

Unauthorized Payments: Payment for accumulated annual leave shall not be made to an employee unless such employee is being officially separated from employment of the TCHC. Transfers between housing entities under the jurisdiction of the TCHC or between entities and administrative or maintenance components does not constitute an official separation from employment with the TCHC.

D. Incapacity

An employee may be separated from employment with the TCHC for incapacity due to

medical reasons arising from a non-occupational illness or injury when the employee, as an individual, no longer meets the standards of fitness required for the position and cannot perform essential job functions with reasonable accommodations. A finding of incapacity shall not be considered disciplinary action and shall not deny an employee the use of accrued sick leave and/or other benefits.

E. Final Paycheck (See also “Termination Pay”)

In order to receive a final paycheck without additional deductions an employee must return, to his/her supervisor, his/her employee policy manual(s), uniforms (if applicable), and any other items or TCHC equipment that he/she has been issued. This includes tools, equipment, manuals, literature, keys, name tags, written confidential information or other valuable TCHC property supplied for the purpose of assisting the employee in the performance of his/her work. The TCHC will deduct the cost of any missing items from a separate accrued annual leave check before the final paycheck is prepared. At the time of issuance, an employee authorization form will be signed by the employee and placed in their official personnel file. The authorization form will serve as an account for the use and return of these items.

F. **Severance Pay**

There is no requirement under the Fair Labor Standards Act for severance pay. Severance pay is a matter of agreement between the employee and the TCHC and requires approval from the Board of Commissioners.

G. Letter of Service

A letter of service stating duties performed and dates of employment for a former TCHC employee must be approved and signed by the Executive Director or his/her designee.

Section 6. Work Hours and Record Keeping

The following provisions of employment are hereby implemented:

- A. Work-week: A work-week consists of seven (7) consecutive twenty-four (24)-hour periods, or 168 hours. The TCHC’s work-week starts at 12:01 AM Saturday and ends midnight the following Friday.
- B. Work-day: Except for employees who are working a special schedule, the regular work-day is from 8:00 AM to 4:30 PM, Monday through Friday with an interim unpaid one hour lunch period. These time frames may be modified by the Executive Director when necessary in order to accommodate a special work schedule.

For maintenance personnel the eight (8)-hour work-day shall be distributed as necessary to provide adequate coverage of maintenance operations, and a schedule of work hours or shifts shall be prominently posted.

- C. Public Operating Hours: All administrative offices and maintenance shops shall remain open to transact business from 8:00 AM to 4:30 PM each regular work-day. **Works hours do not dictated by public operating hours. This means if the office is closed earlier than 4:30 PM, employees are still required to complete their shift, unless otherwise approved by the Executive Director.**
- D. "On-Call Duty": The TCHC's maintenance employees may be assigned on-call duty. On-call duty shall be on weekends and after 4:30 PM on regular working days. The employee will be expected to be available by telephone or cell phone to perform emergency duties during his/her duty assignment. As compensation, the employee shall be paid for actual hours worked. The employee shall be paid time and one-half. Maintenance employee's assigned on-call duty must satisfactorily complete a full week's duty to be eligible for the above pay. Such pay will be included in the same payroll period with the Saturday ending on-call duty. No compensation will be provided to *exempt* management staff. Normal job duties falling within the weekend shall be performed within the employee's 40 hour week. **On-Call hours may be used to reduced hours in the same work week and must be approved by management.**
- E. Lunch Period: All employees shall be granted a one-hour lunch period without pay each regular work-day between the hours of 11:00 AM and 1:30 PM unless noted differently in this policy. The standard lunch period is 12:00 Noon through 1:00 PM. This time frame may be modified when necessary to accommodate a special work schedule. The Executive Director may schedule employee lunch and rest periods in a staggered manner to assure that TCHC personnel are available during the TCHC's operating hours to assist residents and customers. An employee shall not be permitted or allowed to work in lieu of a lunch period to accrue overtime compensation unless pre-approved by management. **The lunch hour may be reduced to 30 minutes only if approved by management.**
- F. Time and Attendance Records: Each employee shall maintain a bi-weekly time record (timecard/sheet) showing hours, or portions thereof, worked each day. At the end of each bi-weekly time period, the employee may sign the bi-weekly time-cards/sheets, thereby attesting to its accuracy. The time-card/sheet shall also be signed by the employee's immediate supervisor. All signed time-cards/sheets shall be turned in each payroll period by the employee to their immediate supervisor or the Executive Director.

Time and attendance reports and related documents will be maintained on all employees by the Executive Director. Records will be made available for inspection by the employee, if requested.

G. Overtime: The earning and usage of overtime is as follows:

Rates and methods of compensation for administrative employees are fixed or established by the TCHC, except as otherwise mandated by the Fair Labor Standard Act (FLSA). The Act establishes minimum wages, overtime pay and record keeping requirements for “non-exempt” employees. Accordingly, all positions in the Administrative Salary Schedule have been categorized as either “non-exempt” or “exempt”.

1. Exempt: Exempt employees are those persons who occupy administrative or other job classifications that are not covered by overtime provisions of the FLSA.
2. Non-Exempt Overtime work shall not be performed by an employee without being approved in advance by the Executive Director and/or the employee’s immediate supervisor.
 - a. Maintenance employees are those who are appointed or classified in the maintenance salary schedule. Non Department Head-level maintenance employees shall receive overtime pay (only) for all hours worked in excess of forty (40) hours during a work-week.
 - b. Force account employees appointed by or classified to building construction or supportive type job classifications in the Capital Funds Program (CFP) are covered by the Fair Labor Standards Act and minimum wages are established in accordance with the Davis-Bacon Act and related laws. These employees shall receive overtime pay as required by law.
3. Work on Weekend or Holiday: A non-exempt employee who performed work for the TCHC on a Saturday, Sunday or an official standard TCHC holiday shall be compensated at the employee’s regular rate of pay, except that overtime or compensatory time pay provisions shall be applied for all time worked during the work-week in excess of the first forty (40) hours.

H. Change of Address – **On an annual basis**, all employees of the TCHC are required to furnish the Administrative Office (150 Pine Street, Traverse City, MI 49684) with all of their addresses and telephone numbers, for emergency purposes. This information will be used strictly for TCHC business. If the employee changes his/her mailing address and/or telephone number, they shall notify the Administrative Office within three (3) working days of the change. This is important in the event there is a need to mail the employee any information or contact him/her on short notice. An emergency telephone number is also required.

Section 7. Absence from Work

- A. **Unauthorized Absence.** Unauthorized absence is defined as the absence of an employee from scheduled work without approved leave. Any failure to report to work on time is considered unauthorized absence without pay. Sick leave and emergency leave not reported to the immediate supervisor within thirty (30) minutes after scheduled starting time shall be considered unauthorized absence unless sufficient evidence is presented to show that the emergency or sickness was of such a nature as to make personal reporting impossible or difficult. A call from a spouse, parent, or child is **not** acceptable **unless** the employee is physically unable to make the call. The employee's failure to report to work without notice is a serious matter and will not be tolerated. If the employee fails to report to work for three (3) days without notification, he/she will be considered to have abandoned his/her position and the employee's employment may be terminated at the discretion of the Executive Director. Unauthorized absences include the following:
1. **Tardiness:** **Not** being "on time" for work or not returning "on time" from scheduled office breaks, release time, and lunch periods. All employees are expected to arrive at work on time. If an employee is late to work, he/she must promptly notify his/her immediate supervisor.
 2. **Late-Call-Ins/Late Reports:** This is a failure to call in to the office and/or speak to your immediate supervisor within thirty (30) minutes after the scheduled starting time of the work-day. If an employee is going to be late to work he/she should notify his/her immediate supervisor before the scheduled starting time. Repeated tardiness in reporting at the start of each work-day, returning from lunch, or from scheduled breaks, may subject an employee to disciplinary actions up to and including dismissal.
 3. **General Provisions Regarding Unauthorized Absence:** An unauthorized absence as described previously, including tardiness, will be considered absence without leave and for payroll purposes will be shown on the employee's time and attendance record as leave without pay unless the employee can provide an explanation or documentation acceptable to his/her immediate supervisor and/or the Executive Director. If the reason for the tardiness is deemed acceptable, the time may be charged to the appropriate paid leave category.
- B. **Holidays.** The TCHC has established ten (10) official standard holidays and one (1) floating holidays to be observed annually with full pay for regular full-time employees. Part-time employees shall be eligible for full pay for the ten (10) official holidays. The observance of holidays by temporary employees shall be without pay.

1. Official Standard Holidays are as follows:

<u>Authorized Day</u>	<u>When Observed</u>
New Year's	January 1 st
Martin L. King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 th
Christmas	December 25 th
New Year's Eve	December 31 st

2. Floating Holidays: At the start of the Fiscal Year, each regular-status, full-time employee shall receive one (1) floating holiday. All provisions applicable to standard holidays apply to the floating holiday. Under no circumstances will these days be carried over to the next fiscal year.

3. Other Holidays: Employees desiring to observe religious or other holidays not coinciding with official holidays, may be authorized by the Executive Director to use accrued annual leave or may be granted time off without pay.

Employees will be given each holiday off work consistent with the maintenance of essential TCHC functions. Supervisors will ensure that eligible employees, who cannot observe the official standard holiday due to working schedules or on-shifts, receive time off for the full number of holidays.

If applicable, such time off shall be granted within the thirty (30)-day period following completion of work that prevented observance of the holiday as scheduled.

An employee must work a full scheduled work day immediately preceding and following the holiday or be on approved annual leave to be entitled for holiday pay.

If a holiday falls on Saturday, the preceding Friday shall be observed as a holiday providing that Friday is not also a holiday. If so, the preceding Thursday shall be observed as a holiday. If a holiday falls on Sunday, the following Monday shall be observed as a holiday providing that Monday is not also a holiday. If so, the following Tuesday shall be observed as a holiday.

- C. Annual Leave (Vacation). Annual leave is provided as a benefit so that employees may have a period of rest, relaxation, and recreation with pay. Annual leave can be mutually

beneficial if properly utilized by employees.

1. Annual leave may be granted for the following reasons:
 - a. scheduled vacation;
 - b. emergency unscheduled annual leave requested by call-in because of a critical situation, which could not have been foreseen or prevented by the employee.
2. Annual Leave Accrual: Annual leave credits shall accrue only for regular full-time employees. The rates of accrual shall be computed on the following basis:

<u>Years of Service</u>	<u>Work Days Per Year</u>
6 Months	5 Work days
1 year	5 Work days
2-5 years	10 Work days
6-10 years	15 Work days
11+ years	20 Work days

An employee is awarded the annual vacation time allotment at the anniversary date of his/her hiring. Those employees employed prior to July 1, 2004, shall be allotted vacation time as it stood in policies at that time. No vacation time is allotted until an employee has successfully completed the initial six-month probationary period following the start of his/her work duties. Exemptions to this guideline may be made through separate contractual agreements with employees.

Annual leave shall not accrue for any pay period during which an employee is on injury leave or in a non-pay status over fifty percent (50%) of the standard number of working hours for his/her type of job.

3. Annual Leave Carryover: Annual leave carryover will be in accordance with the following provisions:
 - a. Except as otherwise specified, employees may carry over a maximum of ½ of the annual leave earned into the following year.
 - b. Effective two weeks prior to an Employee's anniversary of hiring date, all accumulated annual leave in excess of the maximum carryover amount must be requested to be used, in writing, in advance, and approved by the Executive Director. Failure to request and use excess annual leave prior to an employee's anniversary date will result in the excess annual leave being lost.
4. Administration of Annual Leave:
 - a. Annual leave must be requested on a leave request form and approved by the

Supervisor (if applicable) and the Executive Director.

- b. The Executive Director will approve requested annual leave giving due consideration to both the needs of the TCHC and the interest of the employee. Requests for annual leave must be submitted at least fourteen (14) calendar days in advance of the desired effective date of the scheduled annual leave.
- c. Newly hired regular full-time employees, unless exempted through contractual agreement, which are in their probationary period will not accrue annual leave prior to the completion of six (6) months of satisfactory service. After an employee has completed the probationary period he or she will be credited the accrued annual leave from the date of employment.
- d. Employees will be encouraged to use a substantial portion of their annual leave each year. An employee may be paid for unused annual leave to the maximum accrual amount upon termination, resignation, retirement, by contractual agreement or in case of death to the employee's beneficiary.
- e. Annual leave will be charged only for the time during which the employee would ordinarily have worked. Leave will be earned at the pay rate to which the employee is entitled while on leave.
- f. Employees being transferred, promoted, or demoted shall retain accrued annual leave as provided herein.
- g. Official holidays occurring during a vacation will not be charged to annual leave.
- h. Annual leave shall not be advanced to employees.
- i. Annual leave credits are not transferable between employees.
- j. An employee who is hospitalized while on vacation may, with written verifiable confirmation, request that time hospitalized be charged to sick leave, providing that adequate sick leave hours were accrued prior to the effective date of the annual leave/hospitalization.
- k. Annual leave will be taken in no less than one-half day increments.
- l. Part-time employees shall earn annual leave in proportion to the hours worked and years of service. Temporary employees shall not earn annual leave benefits.

D. **Personal Leave.** Personal leave is provided to assure continuation of salary for employees during a period of personal illness, disability, or personal reason. Employees are encouraged to accumulate personal leave to prevent loss of pay should a prolonged illness occur. Personal leave may be granted for absences from work duty because of personal illness, injury or medical care of any employee or his/her spouse or dependent children, who are either disabled or less than thirteen (13) years of age, and residing in the employee's household or to manage personal errands. This includes both routine and emergency health care appointments.

1. **Personal Leave Accrual:** Personal leave credits shall accrue only for regular full-time employees. Personal leave is earned at the rate of eighty (80) hours per year.

Personal leave is distributed at a rate of 8 hours per month for the first ten months of the calendar year.

New employees may not take personal leave and no personal leave credits shall be earned, until their six (6)-month probationary period has been completed, unless otherwise determined through contractual agreement.

Personal leave shall not accrue for any pay period during which an employee is on Injury Leave, or in a non-pay status over fifty percent (50%) of the standard number of working hours for his/her type of job.

2. Personal Leave Carryover: Employees are allowed to carry-over up to 24-hours of personal leave into the next calendar year.
3. Administration of Personal Leave:
 - a. Personal leave may be granted in one (1) hour increments.
 - b. No employee may be granted personal leave in excess of the amount accumulated.
 - c. If an employee has no accumulated short-term leave, annual leave may be used. If both short-term leave and annual leave are exhausted, the employee shall be placed on unpaid personal leave. Personal leave may be approved at the discretion of the Executive Director.
 - d. Any use of personal leave in excess of three (3) consecutive days must be approved by the Executive Director.
 - e. An employee must notify his or her immediate supervisor or the Executive Director within thirty (30) minutes of the scheduled starting time of the work-day to report a personal leave absence. Phone calls made by relatives or persons other than the employee will not be accepted and will result in the employee being charged with an unauthorized absence, unless the employee can provide sufficient evidence to show that the emergency or illness was of such a nature that it would make personal reporting impossible or difficult. An employee must maintain daily contact with his/her immediate supervisor or the Executive Director during the absence. Exceptions to this daily call-in may be made by the Executive Director when an employee is hospitalized, on extended sick leave or when the treating physician has rendered in writing an estimated date of return to work. However, the employee should still contact his or her immediate supervisor or the Executive Director at least once a week during the absence.
 - f. Accrued unused personal leave hours are not compensated at separation of employment from TCHC.
 - g. Cases involving therapy, relapses or recurrences of recent illnesses or injuries, where an employee returned to work and because of the condition was forced

to be away from work again, may be considered as one absence. Medical documentation is required in such circumstances. Documentation stating that an employee has a recurring illness will be valid for no more than three (3) months.

- h. Any employee who has illness in his/her immediate family (Personal Leave for the illness of extended family and non-family members may be granted under the same rules at the discretion of the Executive Director) may take personal leave to cover such emergencies.

E. **Maternity Leave and Paternity Leave – See Family Medical Leave Act**

- F. **Bereavement Leave.** The TCHC will grant regular full-time employees bereavement leave when there is a death in the immediate family. Bereavement Leave for extended family and non-family members may be granted under the same rules at the discretion of the Executive Director.

The Executive Director may request a copy of the death certificate, obituary or other appropriate documentation upon the employee's return to work.

1. The TCHC will allow eligible employees up to three (3) day's pay of bereavement leave per calendar year. These days will not be charged to annual or sick leave and are not cumulative.
2. Bereavement leave in excess of three (3) days must be taken either from the employee's accumulated annual leave or be charged to leave without pay.
3. Temporary employees are not eligible for bereavement leave.

H. **Jury Duty or Court Leave.**

1. Leave must be approved in advance by the Executive Director and must be supported with proof of a summons calling the employee to jury duty. Upon completion of jury duty, the employee must submit to his/her immediate supervisor a release from duty notice issued by the court. Employees summoned for jury duty will continue to receive full pay for the entire period of service, therefore any payment received for jury service, must be turned over to the TCHC. Payment by the Court to the employee for travel expense shall be determined by the Department of Treasury.
2. Time off work for court appearances to serve as a witness in any civil or criminal litigation shall not be compensated by the TCHC, and the employee must arrange for time off from work without pay or use accrued annual leave or personal leave for such appearances. Payment by the Court or litigants to the employee for travel

expense at the prevailing rate, or other compensation, may be retained by the employee.

- I. **Personal Leave Without Pay.** Personal unpaid leave is an authorized absence from duty in a non-pay status. Personal unpaid leave may be granted upon the employee's request and covers only those hours that the employee would normally work or for which the employee would normally be paid. Each request for Personal unpaid leave will be examined closely, and a decision will be made based on the needs of the employee, the needs of the TCHC, and the cost to the TCHC. The granting of Personal unpaid leave is a matter of administrative discretion by the Executive Director and is not granted on the employee's demand. Personal unpaid leave shall not exceed 6 months
- J. **Family Medical Leave (FMLA).** The Traverse City Housing Commission is committed to providing leave as mandated by the FMLA. In the event that the FMLA applies to the TCHC, the following policy covers any employee eligible for such leave.

Under FMLA, the TCHC provides employees with twelve (12) weeks of unpaid and job protected leave during a rolling twelve-month period. Eligible employees must be employed by the organization at least twelve (12) months, and must have worked for the TCHC at least 1,250 hours during the previous twelve (12) months.

The FMLA leave allows employees to take unpaid time off work for their own serious health condition, to care for a spouse, child or parent with a serious health condition, or for the birth or adoption, or foster care placement of a child.

A serious health condition is an illness, injury, or physical or mental condition requiring either inpatient care or continuing treatment by a health care provider resulting in necessary absences from work on a recurring basis.

Employees will be required to apply all of their available short term leave, vacation and floating holidays toward the twelve (12) weeks of FMLA, which will run concurrently. After exhaustion of paid days, the remaining leave is without pay. If an employee fails to return to work after the twelve (12) weeks of leave they will be considered to have voluntarily quit.

During the course of FMLA leave, an employee's pre-existing health insurance coverage will be continued under the same terms and conditions established for active employment unless employee declines the coverage. Employees are responsible for timely payment or contributions, if any, as may be required. If the employee does not return to work from FMLA leave, any health insurance premiums or payments made by the organization may become a debt owed by the employee.

If FMLA is requested for a serious health condition, medical certification and proof of the

need for FMLA leave may be required periodically throughout the leave. FMLA must be requested 30 days in advance where the leave is foreseeable. If not then it should be requested as soon as possible. Certain rules and restrictions apply.

The employee is required to contact the TCHC at least fourteen (14) days prior to the expected return to work date regarding status and intent to return to work. A physician's authorization will be required for employees who are on FMLA for their own serious health condition.

Following expiration of FMLA leave and return to work, an employee ordinarily will be reinstated to the position the employee held when the leave commenced or to an equivalent position, provided the employee is qualified.

Military Caregiver FMLA Leave Entitlement.

An eligible employee may receive up to 26 workweeks of FMLA leave during a 12 month period (as defined below) to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member (hereinafter, "military caregiver leave").

The 12 month period in which an eligible employee may take military caregiver leave is measured on a forward going basis, beginning on the first day the employee takes such leave and ending 12 months after that date.

Please note that an eligible employee may take no more than a combined total of 26 work weeks of leave for any FMLA-qualifying reason during a 12 month period and, during that period, the employee may not take more than 12 workweeks for FMLA leave that has not been designated as military caregiver leave.

In the event an employee and his/her spouse are both employees of the TCHC, the spouses may only take to a combined total of 26 workweeks during a 12 month period for the birth and care of a newborn child, placement of a child in adoptive or foster care, care for the child after placement, care for a parent with a serious health condition, or care for a covered service member with a serious injury or illness.

Intermittent Or Reduced FMLA Leave

An eligible employee may take intermittent (in blocks of time) or reduced FMLA leave under the following circumstances:

1. for an employee's own serious health condition, to care for a spouse, parent, son or daughter with a serious health condition, or to care for a covered service member's serious injury or illness, where there is a medical need for such leave that can be best accommodated through an intermittent or reduced schedule;

2. when medically necessary for planned and/or unanticipated medical treatment of a serious health condition or a covered service member's serious injury or illness, or for recovery from treatment, a serious health condition, or a covered service member's injury or illness;
3. to provide care or psychological comfort to a covered family member with a serious health condition or to a covered service member with a serious injury or illness; or
4. for a qualifying exigency (as that term is defined above).

The TCHC will account for intermittent or reduced leave using increments no greater than the shortest period of time that the TCHC uses to account for use of other forms of leaves (within the employee's classification group) provided that the increment is not greater than one hour and that the employee's FMLA leave entitlement may not be reduced by more than the amount of leave actually taken.

Employees who require intermittent or reduced schedule leave for a planned medical treatment should make a reasonable effort to schedule their leave to minimize disruption of their department's operations.

During any period of intermittent leave or reduced schedule, the TCHC reserves the right to transfer the employee to an alternative position, with equivalent pay and benefits, for which the employee is qualified and which may better accommodate the periods of leave than the employee's regular position.

Please see the Executive Director if you are planning to request an FMLA leave.

- K. **Emergency Closing.** The TCHC Offices will close in accordance with its Emergency Closing Policy. Emergency Closing will be for weather related issues, natural disasters, or other matters deemed by the Executive Director to warrant such closing. Employees will be compensated in accordance with the terms of the Emergency Closing Policy. A copy of the Emergency Closing Policy may be obtained from the TCHC office.

Section 8. Health and Safety

The TCHC shall take all reasonable measures to provide for the health and safety of its employees while they perform authorized work duties and provide for leave for employees injured while performing assigned work. Employees shall be covered by Workers' Compensation Insurance.

A. Working Conditions

1. Employees who perform hazardous tasks will be provided necessary safety equipment such as goggles, safety belts, etc.
2. First-aid kits will be maintained in appropriate readily accessible locations for use in treating minor injuries or illnesses.
3. The TCHC's offices and vehicles are designated non-smoking workplaces and will be monitored to ensure compliance by employees, applicants, visitors, residents and the general public.

B. Safety Pointers

1. Know your job.
2. Be alert to unsafe conditions or unsafe employees--report both to supervisor.
3. Keep all tools, machines, and equipment in good working condition.
4. Cooperate with fellow employees.
5. Offer constructive suggestions on safety.
6. Practice on-the-job housekeeping.
7. Ask your supervisor if you are in doubt.
8. Don't forget about safety when you leave work.
9. If you are injured, no matter how slightly, immediately report it to your immediate supervisor who will notify the Executive Director.

It is the intent of the TCHC to make all jobs as reasonably safe as possible. All employees are required to take every reasonable precaution to prevent accident to themselves, their fellow employees, and the public. Adherence to all safety rules and regulations is expected.

Any employee who violates a safety rule will be subject to disciplinary action.

BE SAFETY CONSCIOUS.

C. Accidents

All accidents or injuries, regardless of their severity, must be reported immediately to your immediate supervisor who will notify the Executive Director. Failure to report an accident is a violation of the TCHC's policy and may complicate any recovery under Workers' Compensation. The TCHC accident report form is available from the immediate supervisor and must be used to start the report process. The employee may also have to fill out other forms or reports, but these will be provided to him/her as necessary. All job-related accidents or injuries which occur away from an employee's work station or normal work location, whether or not they result in loss of work time, must also be reported to the immediate supervisor who will notify the Executive Director.

D. Occupational Disability (also see in Section 7, Absence from Work, L. Injury Leave)

If an employee is injured on the job and a qualified medical practitioner removes him/her from duty for a period in excess of seven (7) working days, beginning on the eighth (8th) day the employee will be paid Workers' Compensation as established by the Workers' Compensation law.

E. Vehicular Accidents

All TCHC automobiles are covered by public liability and property damage insurance. Accidents shall be reported immediately to the police and to the employee's immediate supervisor who will notify the Executive Director. An employee shall not leave the scene of the accident before reporting the accident except when an employee is leaving the scene for emergency medical treatment as necessary. Failure to report an accident is a violation of the TCHC's policy and may subject the employee to disciplinary action, up to and including termination, and/or liability for the damages caused to TCHC vehicles

Section 9. Employee Conduct and Discipline

The TCHC's employees are expected to comply with pertinent policies pertaining to attendance, appearance, work standards, behavior, and personal financial obligations. Failure to comply with such policies may require the TCHC to take disciplinary action against an employee. Those policies and possible disciplinary measures are outlined below.

A. Attendance

Attendance issues and requirement are addressed in Section 6 of this policy. It is an expectation for continued employment that employees report to work on time every scheduled work day, start work on time, and to do quality work throughout the work shift.

Habitual or excessive absenteeism and/or tardiness may result in discipline up to and including termination from employment.

B. Appropriate Appearance

The employee's personal appearance is extremely important in that he/she represents the TCHC during the performance of his/her work duties. Regular full-time employees should dress professionally and appropriately for the job. The employee's clothes, grooming, and neatly trimmed facial hair are important. Hair should be clean, well groomed, and a length in accordance with current business styles. Employees performing hazardous tasks shall wear any and all required safety attire and/or equipment such as safety belt, goggles, etc. when appropriate.

TCHC is confident that employees will use their best judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who does not meet the standards of this policy may be required to take corrective action, which may include leaving the premises to change and the TCHC will not compensate the employee for any time missed because of failure to comply with this policy. Violations of this policy may result in disciplinary action, which may result in termination.

C. Work Standards

1. It shall be the duty of each employee to maintain a high standard of cooperation, efficiency, achievement, and economy in his/her work for the TCHC. The supervisor shall be responsible for organizing and directing the work of his/her employees to achieve these objectives.
2. If work habits, behavior, performance and/or personal conduct of an employee fall

below appropriate standards of courtesy, cooperation and professionalism, the immediate supervisor should point out the deficiencies at the time they are observed. Counseling and warning the employee in sufficient time for improvement should ordinarily precede formal disciplinary action. However, nothing in this section shall preclude immediate formal action, up to and including termination, as provided elsewhere in these policies and rules whenever the interest of the TCHC requires such action, as deemed appropriate by management.

The following is a non-conclusive list of behaviors that the TCHC considers unacceptable. Any employee found engaging in these behaviors will be subject to disciplinary actions including warning, reprimand, demotion, layoff, or dismissal:

- failure to be at the work place, ready to work, at the regular assigned starting time;
- willfully damaging, destroying, or stealing property belonging to fellow employees, residents or the TCHC;
- fighting or engaging in horseplay or disorderly conduct;
- refusing, complaining or failing to carry out any instructions of a supervisor;
- leaving your work station during work hours (except for reasonable personal needs) without permission from your immediate supervisor;
- ignoring work duties or loafing during working hours;
- coming to work under the influence of alcohol or any controlled substance or bringing alcoholic beverages or non-prescribed drugs onto TCHC property;
- intentionally giving any false or misleading information to obtain employment or a leave of absence;
- using threatening or abusive language;
- smoking contrary to established policy or violating any other fire protection regulation;
- neglectfully and/or willfully or habitually violating safety or health regulations;
- failing to wear clothing conforming to standards set by the TCHC;
- being tardy or taking un-excused absences from work;
- not taking proper care of, neglecting, or abusing TCHC equipment and tools;
- using TCHC supplies, equipment and property in an unauthorized manner;
- possessing firearms or weapons of any kind on TCHC property;
- speaking negatively regarding the TCHC to other employees, clients, or visitors;
- failing to make reports required under this Policy;
- violating any of the provisions of this policy by action or inaction as applicable.

3. An employee who is arrested or convicted of any crime, whether it is related to his/her employment or not, may be subject to discipline, suspension or termination.

D. Violence in the Workplace

1. Zero Tolerance

The TCHC has a zero tolerance for violence. If an employee engages in any violence in the workplace, or threatens violence in the workplace, employment will be terminated immediately. No talk of violence or joking about violence will be tolerated.

“Violence” includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of the TCHC to ensure that everyone associated with the TCHC, **including but not limited to**, employees, residents, clients, and visitors, never feels threatened by any employee’s actions or conduct.

2. Workplace Security Measures

In an effort to fulfill this commitment to a safe work environment for employees, residents, clients, and visitors, access to the TCHC’s property is limited to those with a legitimate business interest.

3. All Weapons Banned

The TCHC specifically prohibits the possession of weapons by any employee while on TCHC property. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees may be also prohibited from carrying a weapon while performing work-related services off the TCHC’s premises.

Weapons include guns, knives (except work-related), explosives, and other items with the potential to inflict harm. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

4. Reporting Violence

It is every employee's responsibility to prevent violence in the workplace. Reporting what is seen or heard in the workplace could indicate that a co-worker is in trouble. Employees may be in a better position than management to know what is happening with other co-workers.

The TCHC requires employees to report **in writing** any incident that may involve a violation of any of the TCHC’s policies that are designed to provide a comfortable and safe workplace environment.

All reports will be investigated and information will be kept confidential to the extent allowable by law.

E. Disruptive Behavior in the Workplace

1. Purpose

The TCHC wants to promote a safe, cooperative, and professional environment, and to prevent or eliminate, to the extent possible, conduct that:

- Disrupts the operation of the TCHC;
- Affects the ability of others to do their jobs;
- Interferes with an individual's ability to work competently; or
- Adversely affects the employee's confidence in the TCHC's ability to provide quality service.

2. Documentation

Documentation of disruptive conduct is critical because it ordinarily is a pattern of inappropriate conduct rather than just one incident that leads to disciplinary action. Any supervisor, employee, resident, allied professional or visitor may report potentially disruptive conduct.

3. Documentation should include

- a. The date and time of the questionable behavior;
- b. A statement of whether the behavior affected or involved a co-worker, resident or particular service in any way, and, if so, the name of the employee;
- c. The circumstances that precipitated the situation;
- d. A description of the questionable behavior that is limited to factual, objective language;
- e. The consequences, if any, of the disruptive behavior as it relates to our co-workers, residents, customer service and/or company operations; and
- f. A record of any action taken to remedy the situation, including the date, time, place, action, and name(s) of those intervening.

F. Inspections

Desks, telephones, computers and other workplace equipment, furnishings and furniture, are the property of the TCHC. The TCHC reserves the right to enter or inspect the employees work area, including but not limited to, desks, computers, computer storage disks, and other workplace equipment, furnishings and furniture, with or without notice.

The fax machine, copier, and mail systems, including e-mail, are intended for TCHC business use. Personal business should not be conducted through these systems and equipment. Under conditions approved by the Executive Director, telephone conversations may be monitored and voice mail messages may be retrieved in the process of monitoring customer service.

G. Internet and Electronic Mail

The TCHC respects the individual privacy of its employees and their working environment within its offices. However, employee privacy does not extend to the employee's work-related conduct or to the use of agency provided equipment or supplies. Staff must be aware that unauthorized use of these facilities may affect their privacy in the workplace and appropriate action to address this issue shall occur.

Management Rights to Access Information:

The contents of Internet sites visited and any E-mail messages received for legitimate business purposes will be considered as shared documents to be utilized within the agency. Although an employee may have an individual password to access these systems, it belongs to the agency and should not be considered as "personal" or "belonging" to the employee. Therefore, an employee should not assume that E-mail messages are confidential. Management reserves the right to conduct random audits of an employee's usage of Internet sites or E-mail.

Office Use of E-mail and Internet sites:

It should be noted that the TCHC E-mail system and access to Internet websites is to be used for official agency business. Employees shall not use the TCHC's Internet/E-mail software systems for non-office related purposes in any way that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. If an employee should have any doubt as to what would constitute allowed use of E-mail or website access, the individual should address the concern with his/her immediate supervisor. Any instance of improper use of these "tools" which becomes disruptive to the office environment will be address as discipline action as per the Personnel Policies of the TCHC.

The Freedom of Information Act defines a public record as "a writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created." MCL 15.232(e). A "writing" is broadly defined as

"handwriting, typewriting, printing, photostating, photographing, photocopying, and every other means of recording, and includes letters, words, pictures, sounds, or symbols, or combinations thereof, and papers, maps, magnetic or

paper tapes, photographic films or prints, microfilm, microfiche, magnetic or punched cards, discs, drums, or other means of recording or retaining meaningful content.”

TCHC employees should be aware when they do business by e-mail that their correspondence may be subject to disclosure if requested by a member of the public and they may have an obligation to save certain e-mail correspondence.

Any questions or concerns about this policy should be referred to an employee’s immediate supervisor for further clarification.

H. Employees shall adhere to the TCHC Social Media Policy.

I. Use of Cell Phones While Driving

The use of a cell phone while driving may present a hazard to the driver, other employees and the general public. This policy is meant to ensure the safe operation of TCHC vehicles and the operation of a private vehicle while an employee is on work time and conducting business.

1. All Cell Phone Usage

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance.

Employees may use hands-free cell phones to make business calls, but only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g. heavy traffic, bad weather etc.), the employee should locate a lawfully designated area to park to continue the call.

2. Company Provided Cell Phones

Unless otherwise authorized, TCHC-provided cell phones must be used only for business purposes. In addition, employees should use a TCHC-provided cell phone only when a less costly alternative does not exist. Employees must fully reimburse the company for any personal use of a TCHC-provided cell phone. **[Cell Phone Stipend]**

3. Rationale

The TCHC is committed to providing a good working environment and service to the

public. To that end, cellular phone use should be kept to a minimum and conducted in designated areas only. If cellular phones must be used in the building, users should be respectful of others by following the guidelines and policies outlined below.

4. Guidelines

If cellular phone use is necessary in the building, please follow the guidelines below:

- Turn cellular phone ringer off or set to “silent” upon entering the building.
- Use designated areas only, i.e. areas removed from where we conduct business
- Move immediately to a designated area when placing or receiving calls.
- Be courteous to others by keeping your voice at a low volume.

5. Discipline

Violation of this policy will subject an employee to disciplinary action up to and including immediate termination.

I. Personnel Problems

All employees shall report immediately to the Executive Director any physical or verbal abuses, threats, etc. made by residents, applicants, employees or the general public. These incidents will be processed by the Executive Director.

J. Solicitation

Solicitation of funds by TCHC employees for anything of value for any purpose whatsoever shall not be permitted on the job. **Solicitation is any attempt to seek contribution, gifts, or donation; or to offer memberships in any organization, or to solicit the purchase of any property; or to distribute literature or any other material.** The TCHC may allow for one annual charitable drive for such organizations as United Way and contribution to such an annual drive will be entirely voluntary. No employee shall be required to make any contribution or be penalized or rewarded in any way for his or her response to the solicitation.

K. Conflict of Interest

The public has a right to expect high standards of integrity and conduct from those in its service. Any conduct or activity which is or gives the appearance of being motivated by a desire for private gain, either for the employee or those with whom the employee has family or business ties, or who engages directly or indirectly in any financial transaction as

a result of primarily relying on, or in the relaying of, information not available to the general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the TCHC shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

L. Outside Employment

No employee shall engage in outside employment, which interferes with his/her duties with the TCHC.

An employee shall not engage in outside employment where such employment would create a conflict of interest or the appearance of a conflict of interest. Outside employment may be cause for disciplinary action up to and including dismissal, when it results in poor performance, conflict of interest, absenteeism, tardiness, or refusal to work overtime when ordered to for the maintenance of essential TCHC services, or when it adversely affects the interests of the TCHC or the residents. Outside employment includes consulting, business ownership activity and self-employment.

M. Community or Other Service Position

An employee engaged in a community or other service position must not conduct work related to that position during regular working hours for the TCHC.

N. Interest in Property, Contractors, or Vendors:

No employee shall knowingly have any interest, direct, or indirect, in any property included in any project of the TCHC, nor shall he/she knowingly have any interest, direct, or indirect, in any contract for materials or services to be used by the TCHC. If such interest was acquired prior to his/her employment, or if his/her knowledge of such interest is subsequent to his/her employment, he/she shall promptly disclose the same in writing to the TCHC.

O. Grounds for Discipline

Disciplinary action (see paragraph P below) may be administered by the Executive Director as he/she determines to be appropriate

P. Types of Discipline

The type of discipline applied shall be consistent with the nature of the offense or deficiency. Formal discipline includes:

1. Oral and/or Written Reprimand

An employee may be reprimanded orally or in writing. The reprimand shall describe the deficiency or infraction involved. The reprimand shall be permanently retained in the employee's official personnel file.

2. Suspension Without Pay

- a. An employee may be suspended without pay as provided by Section 4, Changes of Employment Status, paragraph D. Such action may be initiated and approved in advance by the Executive Director. A notice of suspension must be given to the employee which describes the deficiency or infraction. The notice of suspension shall be permanently retained in the employee's official personnel file. An employee suspended for disciplinary reasons will not accrue vacation or sick leave during the period of suspension.
- b. When employees are under investigation for a criminal violation, or awaiting hearing or trial for alleged criminal violation, they may be suspended without pay for the duration of such investigation and/or while awaiting and during the time of such trial when such suspension is deemed to be in the best interests of the TCHC and/or the public

3. Demotion

An employee may be subject to demotion under the following conditions:

- a. If the employee has been found unsuitable for his/her present position but may be qualified or able to give satisfactory service in a lower paying position.
- b. If the position has been either abolished or reallocated to a lower paying class and he/she is not transferred to a position of equal pay. It shall be clearly indicated on all personnel records that the transaction in no way reflects on the employee's performance or ability.

4. Dismissal

- a. Any employee may be dismissed with or without cause.

Section 10. Grievance Procedure

A. Purpose

The TCHC desires to give its employees fair treatment. The TCHC wishes to create conditions of employment as permitted under TCHC contracts with the Department of Housing and Urban Development.

The purpose of this voluntary grievance procedure is to provide employees and their supervisors a method for complaints to be voiced in an orderly manner. Every effort shall be made by the TCHC and an employee to resolve, with the least possible delay, any and all disputes that may arise under the grievance procedure. The TCHC intends that, whenever feasible, complaints be resolved at the lowest possible administrative level.

As a result of this desire for administrative resolution, every supervisor of employees shall take an interest in all complaints received from employees. Prompt and satisfactory resolution is desired. If any complaint cannot be resolved between the employee and his/her direct supervisor, the complaint shall be forwarded to the person next in line of supervisory authority.

All grievance shall be defined as a complaint concerning the application, scope or interpretation of the TCHC's Personnel Policy. Any grievance filed should refer to the specific provision(s) alleged to have been violated and shall set forth the facts pertaining to such alleged violations. A complaint must specify the individual harm alleged.

~~Any employee may present a grievance to or register a complaint with the TCHC about any matter that he/she believes to be unfair or contrary to his/her best interests.~~

1. It is the desire of the TCHC to correct legitimate grievances insofar as it can do so within the TCHC's limits. Correction of legitimate grievances will be applied to all employees fairly.
2. In presenting a grievance, an employee must follow the procedures set forth in the grievance procedure approved by the Board of Commissioners and published in these TCHC's Personnel Policies.

When the Executive Director determines that two (2) or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, he or she may consolidate the complaints.

If an employee alleges in writing specific facts that, if true, would constitute a violation of the employee's common law, statutory, or constitutional rights, the Executive Director or Executive Director's designee shall investigate the allegations. If the employee does not

accept the resolution at the Level Two and requests a Board of Commissioner's hearing, the Executive Director shall schedule a hearing at Level Three.

Neither the Board of Commissioners nor the administration shall unlawfully retaliate against any employee for bringing a complaint under this policy.

Complaints shall be heard in informal administrative conferences. All complaints arising out of an event or related series of events must be addressed in one complaint. An employee is precluded from bringing separate or serial complaints concerning events about which the employee has previously complained

In resolving complaints, time is of the essence. All time limits shall be strictly complied with, unless extended by mutual consent. All references are to calendar days. The appropriate supervisory administrator at each level shall respond to the employee within ten (10) days of a complaint conference. Written complaints shall receive a written response. The employee has seven (7) days after receiving a response to respond. The complaint shall be considered concluded if the employee does not appeal within the seven-day time limit.

B. Procedures

Level One

Any employee having a complaint shall meet with his/her immediate supervisor within **five (5) working days** of the time the employee first knew, or should have known, of the event or series of events causing the complaint. At this meeting, the employee shall submit the complaint in writing and give a written presentation of the grievance. The employee shall meet with the purpose of attempting to resolve the written grievance. At the conclusion of the complaint conference, the immediate supervisor shall record the date of the meeting, those present and their disposition of the grievance; the immediate supervisor shall respond, in writing, to the employee within ten (10) days.

Level Two

If the outcome of the complaint conference at Level One is not to the employee or supervisor's satisfaction, the employee or supervisor may request a meeting with the Executive Director or his/her designee, within seven (7) days after receiving the response to discuss the complaint. Failure to advance a grievance Level Two shall result in its being deemed permanently settled on the basis of the disposition given by the immediate supervisor in Level One.

At or prior to the conference with the Executive Director, the employee or supervisor shall submit a written description of the decision or action complained of, the date it occurred,

the remedy sought, and the date the employee/supervisor administrative conference. The Executive Director may obtain written and/or personal participation by the immediate supervisor and any other employees, or parties with relevant information. The Executive Director or his/her designee shall respond, in writing, to the employee within ten (10) days.

Level Three

If the outcome of Level Two is not to the employee's satisfaction, an employee may submit a written request to the Executive Director to place the matter on the agenda of a future Board of Commissioner's meeting, within seven (7) days after receiving the response to discuss the complaint.

No later than thirty (30) days from receipt of request to be placed on the agenda, the Executive Director shall inform the employee of the date, time and place of the meeting. The Board Chair may set reasonable time limits on complaint presentations. The Board of Commissioners shall listen to the complaint and either support the Level 2 decision or provide an alternative resolution. **The Board of Commissioners may read or listen to presentations from others with information relevant to the complaint. At the conclusion of the conference, the Board of Commissioners shall have recorded the date of the hearing, those present and the facts presented by both parties, in summary form.**

The Board of Commissioners shall consider the appeal of the aggrieved employee and shall reach a decision within ten (10) days of hearing the employees appeal.

Upon reaching a decision, the Board of Commissioners shall instruct the Executive Director to inform the employee, in writing, of the Board's decision. The decision of the Board of Commissioners will be final.

Executive Session

If the complaint involves the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the complaint, it may be heard by the Board in executive session – upon the request of the employee.

If the complaint involves complaints or charges against another employee, it shall be heard by the Board in executive session, unless the employee against whom charges have been brought requests it to be heard in public.

An employee utilizing the grievance procedure may have legal counsel or some other appointed agent, assist them at all stages of the process. Should an employee plan to bring legal counsel before the Board of Commissioners, notice must be given to the Board, by that attorney, prior to the hearing or meeting. The Board of Commissioners shall have the right to obtain legal counsel to attend such hearings or meetings. The

Executive Director shall have the right to obtain legal counsel should a dispute arise between the Board and the Executive.

Employees shall be free to use this procedure without restraint, interference, coercion, discrimination or reprisal. An employee, whether acting in an official capacity for the Board of Commissioners or on any other basis, shall not interfere with or attempt to interfere with another employee's exercise of his/her rights under this procedure.

Section 11. Travel Policy

A. Purpose

1. To set forth guidelines for commissioners, employees and TCHC residents who travel on behalf of the TCHC. Travel shall be in the best interests of the TCHC. Examples include, but are not limited to the following: travel for training purposes, travel to attend meetings or conferences, travel to make presentations, travel to other cities or agencies to review housing-related programs and travel as a result of being elected as an officer in a professional organization. (All travel must be related to TCHC business).
2. To prescribe the TCHC's payment policy for travel advances or reimbursement for reasonable expenses which are incurred in the course of authorized travel by commissioners, employees or TCHC residents. Every effort shall be made to minimize travel costs. All travel will be subject to the availability of funds in approved budgets and Executive Director's approval.

B. Authority to Travel

1. Prior approval is an integral part of this travel procedure and shall be in compliance with the Federal Labor Standards Act (FLSA) requirements.
2. A "Request for Authority to Travel" form shall be completed and approved in order for anyone to travel and/or to receive a travel advance or reimbursement. Travel not involving an overnight stay may be approved by the Executive Director (or in his/her absence, by his/her designee). In such cases, the Executive Director or his/her designee, shall determine the necessity and approve such travel. Travel for training should take precedence over that for conventions.

C. Travel Reimbursements

It shall be the policy of the TCHC to provide for the reasonable expenses of those authorized to travel. That provision shall take the form of payment through reimbursement for actual expenses. A reimbursement shall be limited to the Federal published per diem rates, unless there is sufficient written justification for exceeding such rates. All expenses must be documented by receipts.

Per diem shall be calculated based upon the following.

Travel which exceeds six (6) hours per day shall be paid at the rate of one fourth (1/4) of the per diem amount for each of the periods listed below, or fraction thereof:

12:01 a.m. - 6:00 a.m.
6:01 a.m. - 12:00 Noon
12:01 p.m. - 6:00 p.m.
6:01 p.m. - 12:00 Midnight

Expenses for lodging, meals, tips and miscellaneous authorized expenses will be reimbursed at actual cost if reimbursement is based upon the "actual" method, and does not exceed the Federal published per diem rate. Meal costs must be reasonable for the locale. When departure and return is such that no expense for overnight lodging is incurred, the actual cost of meals or other incidental business expense, will be paid, based upon the receipts submitted.

The choice of method of transportation shall be left to the discretion of the authorized traveler. However, reimbursements will be at the lower of the best available air fare or mileage. Advance purchases are encouraged when required to obtain the best fares.

1. Commercial airline (best available air fares shall be authorized). A local air carrier shall be utilized whenever possible. Airport limousines, taxis or public transportation shall be used whenever feasible. Car rentals are not authorized unless extenuating circumstances require car rental. If warranted, however, the traveler must use the most economical rental plan available. (Receipts required.)
Note: In the event of a cancellation that results in a monetary penalty, the traveler will be responsible for reimbursement to the TCHC. Should it be necessary to cancel a confirmed airline reservation due to illness or emergency, the traveler will be required to present written documentation of such cause such as a physician's statement.
2. When parking a vehicle (such as at an airport or at the hotel), the cost of parking will be advanced based on an estimate, or actual if known.
3. The TCHC will pay for the use of a personal vehicle at the IRS approved reimbursable mileage rate, based on signed records of actual mileage but not to exceed best available air fare. If the traveler uses his/her personal vehicle, no food or lodging shall be paid by the TCHC beyond the time it would take for someone to travel by air to and from the destination.
4. Tips/gratuities will be reimbursed up to \$10.00 per day whether paid in conjunction with the purchase of meals or other purposes. Tips shall not be reimbursed if the payment is cause to exceed the Federal published per diem rate.
5. Telephone calls shall be reimbursed only for Authority business and only upon the presentation of receipts.

6. When possible, authorized TCHC employees should use TCHC vehicles. TCHC vehicles are to be used for TCHC business only. If a TCHC-owned vehicle is used, the gas and oil will be charged to the TCHC on a TCHC credit card by an authorized credit card user. The receipt for all such purchases will indicate the mileage, vehicle number and identification and signature of the purchaser
7. Car rentals may be authorized by the Executive Director but only when such use is beneficial to the TCHC.
8. Properly documented and signed statements will be accepted in lieu of unattainable receipts for expenses of \$15.00 and under such as cab fare, etc.

In the case where actual allowable expenses described herein exceed previous advances, the TCHC will reimburse based upon receipts (but only to the extent of the published Federal per diem rate) unless otherwise justified. In the event that actual allowable expenses described herein are less than advanced, the traveler must reimburse the TCHC at the time the travel expense voucher is submitted and no later than thirty (30) days following return from the trip.

Special Note:

Special Circular Letter Number 94-043 prohibits TCHC Commissioners from receiving per diem per state law. All expenses paid shall be actual within limits stated in this policy. SEE ATTACHMENT A

D. Miscellaneous Expenses

The cost of additional training material purchases may be reimbursed only with a receipt and only if the material cannot be ordered through the TCHC's normal purchasing procedure (such as with an authorized purchase order).

E. Non-Allowable Expenses

1. Entertainment (in-room movies, live shows, personal tours, etc.);
2. Alcoholic Beverages;
3. Laundry and Valet Services;
4. Tobacco products;
5. Personal Phone Calls;
6. Other personal items, e.g. hygiene, toiletries, etc.

Section 12. Other Items

A. Reinstatement

Former employees who resigned in good standing may be reinstated in their former position or equivalent position within one (1) year following resignation, provided that persons remain qualified to perform the duties of the position, provided the position is available, and that such reinstatement would be in the best interest of the TCHC.

A former regular full-time employee who is re-employed within one calendar year from the date of separation shall receive the following benefits, provided that the separation was due to a reduction-in-force or authorized extended period of leave without pay, and provided the TCHC's circumstances have not changed so substantially as to make application impossible or unreasonable.

1. Unused sick leave credits shall be carried over from previous period of employment.
2. If a probationary period was not completed during previous employment, it shall be shortened by allowing for previous time served, provided the employee is returning to a position of like classification and grade.
3. If a probationary period has been completed, the employee shall not be required to serve another, provided he/she is being re-employed in a position of like classification and grade.
4. Time previously served toward a periodic salary increase shall be credited, provided he/she returns to a position of like or lower classification and grade.
5. The assigned salary rate may be above entry level for the grade.
6. Tenure with the TCHC shall be considered continuous except that time spent in a non-pay status will be deducted in computing seniority.
7. The employee may elect to pre-pay his/her TCHC retirement benefits for up to one (1) calendar year.

B. Employee Benefit Programs (see also in Section 3, "Employee Pay Deductions")

The TCHC shall provide plans to benefit the health and welfare of employees to the extent that they are required by law, eligible under its contractual agreement with HUD, and within budgetary constraints. These may include but are not limited to: Retirement Plan, Group Hospitalization, Life Insurance, Workers' Compensation and a Credit Union (optional).

1. The TCHC will provide the following benefits:

a. Retirement Plan

In order that employees may earn some security for themselves and their families, an IRS or HUD qualified retirement plan is in operation. Retirement plan requirements and benefits will be provided to all regular full-time employees at time of employment or upon request. All regular employees are eligible to participate in the retirement plan, subject to rules of the policy.

All regular full-time employees are eligible for an annual TCHC contribution to their deferred compensation plan that is equal to four percent (4%) of their gross annual wages in effect at the time of payment. The TCHC will also match each employee's contribution up to a maximum of three percent (3%) of their gross bi-weekly wages. If an employee should choose not to contribute up to three percent (3%) of their gross bi-weekly wages to the deferred compensation plan, the TCHC match of up to a maximum of three percent (3%) is void.

b. Group Hospitalization

Regular full-time employees and their immediate families are eligible to participate in a group hospitalization and optical/dental plans. An employee becomes eligible for participation in such plans upon completion of their six-month probationary period. More information will be provided to each employee at the time of enrollment.

Continuation of Medical Insurance (Subject to COBRA laws)

Under State and/or Federal law, employees, their spouses and/or dependents who have group medical insurance may have the right to continue their group medical insurance coverage after it would otherwise terminate due to the termination of employee's employment, a reduction in the employee's hours, divorce, or the death of the employee. The employee, spouse and dependents must notify the office of any divorce and also of their desire to retain insurance coverage after any divorce, death, or termination of employment or loss of insurance coverage. Further details are available from the Executive Director and the group medical insurance company.

c. Workers' Compensation

The TCHC provides Workers' Compensation insurance for all its employees. This insurance provides for medical expenses and a weekly payment to the

employee if he or she is absent from work for more than seven (7) days because of an on- the-job or job related injury or illness.

Employees that are injured on the job and are unable to return to work within a six (6) month period may be replaced and/or placed in an “inactive status”. The inactive status means that the employee will not accrue any of the normal benefits he/she is entitled to, nor will seniority increase as a result of this absence. Additionally, it may be necessary for the TCHC to assess the business necessity of that position and make a decision accordingly. In doing so the employee will be notified of his/her employment status with the TCHC.

2. Changes in Insurance and Benefits

The TCHC reserves the right to change or terminate its voluntary or optional insurance programs and other benefits at any time. Employees have no contract or employment rights to benefit programs.

3. All TCHC procurement involving employee benefit plans will be subject to the procurement requirements and limitations of the federal, state and local regulations.
4. Unless regulated by law, TCHC contributions to employee benefit plans will be subject at all times to the availability of funds.
5. TCHC expenses for employee benefit plans shall be charged to individual programs or projects (including non-Federal programs or projects) on the same basis as is used to distribute compensation, unless another distribution formula, approved by HUD, would be more equitable.
6. Expiration of Benefits

Upon expiration of annual and sick leave benefits, when the absence from work is due to Workers’ Compensation injury or medical disability, the TCHC will maintain the employee in an active but non-pay status. **Depending on the type of leave taken, the employee may be eligible to opt out/waive or modify their coverage elections. The TCHC is responsible for billing employee for their coverage when premium payments cannot be collected through payroll. Employees who have not received a bill within 30 days of going off payroll should contact the Executive Director. If payment is not received by the due date on the final billing notice, the TCHC may terminate coverage. Coverage may be reinstated as long as all current and past due premiums are received within 6 months of the date the coverage was terminate.**

C. Social Security

All employees of the TCHC are covered under Social Security and the federally mandated percentage of your salary is deducted. The TCHC also contributes at the rates set by Federal Law.

D. Record of Employment

A service record shall be maintained for each employee which shall contain complete information pertinent to his/her employment, including dates of employment, position changes, sick and annual leave and other personnel records such as performance evaluations, commendations and documentation of infractions and discipline.

E. Employee Relations

Employees shall have the right to designate representatives of their choosing. Employees shall be free to join, or refrain from joining, employee unions. In so doing, employees shall be ensured freedom from restraint, interference, discrimination or reprisals.

F. Entertainment Expenses

Project cost shall not include expenses incurred for the provision of entertainment and incidental food and beverages.

G. Administration of Personnel Policies

The Executive Director is primarily responsible for interpreting and enforcing the provisions and purposes of these Personnel Policies.

H. Amendment(s) to Personnel Policies

This Personnel Policy Manual may be amended or updated to comply with Federal Law and local public practice. Such amendment will be made by resolution of the Board of Commissioners.

I. Continuing Education

1. The TCHC encourages its employees to continue job-related training and education. To be eligible to request to participate in this benefit, the employee must have completed one (1) year of full-time employment, not be on disciplinary probation, Workers' Compensation, Short Term or Long Term Disability, or other paid or unpaid leaves of absences at the time of submitting the pre-approval request. Regular full-time employees are eligible for reimbursement for tuition, books, and

related fees for completion of approved post-high school education provided that:

- a. the course is given by an accredited college, university or vocational school;
 - b. the employee has received advance written approval for reimbursement from the Executive Director;
 - c. **the course must job related (improve the employee's knowledge and skills to perform present job duties). Courses that are not job related but part of a degree and/or certification will not qualify for reimbursement.**
 - d. the employee passes the course with a grade of "C" or better.
2. In accordance with IRS Code Section 127, reimbursement for post-graduate college education will be considered taxable income to the employee.
 3. **Reimbursement for expenses may not exceed the amount of \$1000 per fiscal year. This benefit is contingent on available funds. If budget line items would be overrun this benefit shall be temporarily suspended.**
 4. **Employee must request approval at the beginning of the course with proof of payment. The employee will be responsible to submit the final grade within thirty (30) days of the last day of the course for reimbursement.**
 5. **Courses must not interfere with the employee's job responsibilities and must be taken on employee's own time, unless approved otherwise by the Executive Director.**

J. Training

Training of employees shall be the constant responsibility of the TCHC.

The TCHC shall encourage career employment by providing opportunities for the development of the abilities of employees through an adequate assessment of individual employee training needs. The TCHC is committed to assisting employees in improving their efficiency in their work through increased knowledge, skills and attitudes, and through the conduct of sound performance evaluations.

Tuition and books shall be paid by the TCHC for authorized courses in colleges and technical schools where such training specifically will be advantageous to the TCHC. When indicated, appropriate recognition may be made of employees who have demonstrated substantial improvement in their job skills.

K. Use of TCHC's Vehicles and Equipment

Some positions require employees to drive or operate motor driven vehicles or

equipment owned or used by the TCHC. Any vehicle (including privately owned) operated or used on TCHC business shall be utilized only by drivers with valid Michigan Class A, B or C licenses. All drivers shall be required to obey all traffic rules and regulations prescribed by law and to use every reasonable safety measure to prevent accidents. The TCHC carries liability insurance and collision coverage for such activities. All employees using privately owned vehicles for TCHC business are required to provide the TCHC "proof of insurance liability coverage" issued to them in their name by their personal insurance company.

The Executive Director may authorize an employee to take a vehicle home at night when it is in the best interest of the TCHC. However, no employee may be required to take a TCHC-owned vehicle home.

In the event you are involved in any accident while operating a TCHC-owned vehicle, or driving your personal automobile on TCHC business as authorized, please follow these steps:

- Step 1: See that you and all other persons involved are in a safe location and receive appropriate first aid or medical care.
- Step 2: Call the police. Exchange insurance information with other driver(s). Get name, address, driver's license number and phone number.
- Step 3: Immediately report the accident to the Executive Director.
- Step 4: The employee is not to make any statement about how the accident occurred except to the Police Officer or the representative of the TCHC. The employee IS NOT TO ADMIT LIABILITY, EVEN IF THE EMPLOYEE FEELS AT FAULT.
- Step 5: Fill out a TCHC Accident Report Form. Photographs should be taken of the damaged vehicle for claim purposes, as soon as possible.

TCHC vehicles may only be taken home by those employees designated by the Executive Director. TCHC vehicles are not to be used for personal or private business. Stops "in route only" to and from home or to and from daily business are permitted (except lunch). This "in route" policy must not be abused. Doing so will make the employee subject to disciplinary action, to be determined by the Executive Director. TCHC vehicles should not be used where the route involved is off the driver's normal route to and from home. An exception to this policy exists on out of town trips approved for TCHC business or training in which immediate family members are permitted to travel with the employee. Only in the case of an emergency will anyone other than the employee in charge of the vehicle be allowed to drive on out of town trips. The "in route" policy will apply to out of town trips also and should not be abused.

Suspension or revocation of an employee's driver's license shall be reported immediately to the Executive Director by the affected employee. The employee is solely responsible for all fines, or penalties, and/or legal costs imposed by the courts due to his/her traffic offenses or arrests.

Any TCHC employee who fails to comply with these provisions and/or who abuses the privilege of operating a TCHC vehicle will be subject to disciplinary action, including dismissal, as outlined in these policies. All traffic citations and all arrests for traffic offenses shall be reported to the Executive Director within forty-eight (48) hours of occurrence by the affected employee. Operators of all motorized equipment used in the TCHC who through their negligence cause any accident will be subject to disciplinary action including reimbursement to the TCHC for costs incurred that are not covered by insurance. If upon investigation, it is determined that the employee is responsible for such accident or through carelessness and/or recklessness contributed to the cause of such accidents, such conduct shall be subject to disciplinary action in accordance with these policies.

From time to time residents of the TCHC developments may be permitted to travel in TCHC vehicles. Authorization is at the discretion of the Executive Director and must be determined to be in the furtherance of TCHC programs (e.g., resident initiatives).

All TCHC vehicles shall be kept clean. Each vehicle must be maintained in safe condition, be inspected on a regular basis as outlined in the TCHC's maintenance plan and, have regular preventive maintenance such as oil changes, brake checks, no smoking allowed in TCHC vehicles.

All accidents involving personal injury or major property damage should be personally investigated by the immediate supervisor under the authority of the Executive Director. An on-site investigation will help management to obtain current information about circumstances of the incident.

L. Driver Evaluation Program

1. All prospective employees whose job will involve driving on TCHC business (either in a personal auto or a vehicle owned by the TCHC) may be investigated per an MVR (Motor Vehicle Report). All current employees may also be investigated on an annual basis per the MVR.
2. Because a combination of three (3) moving violations and/or accidents in a three (3) year period is the maximum allowed by most insurance carriers, any driver who reaches this point will be subject to disciplinary action and/or placed on probation. Any further moving violations or accidents may result in removal of driving

privileges and discipline up to and including dismissal. Non-preventable accidents do not count. Accidents will be investigated by management as indicated above and considered on a case-by-case basis with recommendations and determinations regarding continued driving privileges made by the Executive Director.

3. A driver on probation will remain on probation until the MVR is again within TCHC standards. This will occur when any violations drop off the MVR at the end of the year. A driver on probation may have their MVR checked every three (3) months.
4. Each employee is required to notify his/her supervisor upon receipt of any traffic violation, whether it is in his/her personal or TCHC-owned vehicle. An employee with traffic violations may not qualify for insurance. Failure to do this will subject the employee to disciplinary action, to be determined by the Executive Director.
5. Any driver currently employed as of this date who has already exceeded these standards will be placed on probation. The rules and procedures regarding the period of probation and removal of driving privileges will apply as outlined above if another moving violation or preventable accident occurs.
6. The Evaluation Program as adopted by the TCHC will be as follows:

- a. Number of at-fault accidents within last three (3) years:

<u>Number</u>	<u>Points</u>
1	1
2	2
3	7

- b. Major moving violations: (None of these are acceptable)

	<u>Number</u>	<u>Points</u>
DWI (Driving While Intoxicated)	1	7
Driving Under the Influence of Drugs	1	7
Negligent homicide arising from the use of a vehicle	1	7
Operating a vehicle during the period of a license suspension or revocation	1	7
Using a vehicle for the commission of a felony	1	7
Aggravated assault with a motor vehicle	1	7

- | | | |
|--|---|---|
| Theft of a vehicle or operating a vehicle without the owner's permission | 1 | 7 |
| Permitting an unlicensed person to drive | 1 | 7 |
| Reckless driving | 1 | 7 |
| Speeding contest | 1 | 7 |
| Hit and run | 1 | 7 |
| c. Minor violations | | |
| Speeding, Stop Sign, etc. | 1 | 2 |
- b. If a driver receives seven or more points in a three (3) year period, removal from driving and/or termination of employment, if job is dependent upon driving, will be automatic.
- e. Grading Scale:
- | | |
|---------------|--------------------------|
| 0 - 2 Best | 5 - 6 Questionable |
| 3 - 4 Average | 7 and above Unacceptable |

TRAVERSE CITY HOUSING COMMISSION

PERSONNEL POLICY & PROCEDURE MANUAL

RECEIPT AND ACKNOWLEDGEMENT FORM

I, _____ certify and acknowledge:
(Employee Name)

I have received and read a copy of The Traverse City Housing Commission's Personnel Policy & Procedure Manual. I understand that the policies, rules, and benefits described are subject to change or may be revised based on the Commission's particular circumstances of a given situation. I expressly understand that this Employee Handbook does not create nor constitutes a Contract of Employment; furthermore, it does not change my status as an Employee "at will". I agree to abide by and to be bound by these policies and procedures, as they now exist or may be revised, as a condition of employment.

Employee Signature


Date

Supervisor's Signature

TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: February 24, 2017
TO: All Commissioners of the Traverse City Housing Commission
FROM: Tony Lentych, Executive Director 
SUBJECT: Request for Closed Session

MESSAGE:

The Traverse City Housing Commission's attorney has prepared a memorandum regarding the Complaint: Priscilla Townsend v. the Traverse City Housing Commission and John and/or Jane Doe file on February 16, 2017. A closed session is allowed under the Michigan Open Meetings Act to Discuss Attorney-Client Privileged Communications per MCL 15.268(e) [see below].

Any Commissioner wishing to enter into a closed session may do so with by offering the following motion:

[Move] that the Traverse City Housing Commission enter into a closed session immediately after the final public comment portion of today's agenda to discuss a privileged attorney-client communication in connection with Priscilla Townsend v. the Traverse City Housing Commission and John and/or Jane Doe per MCL 15.268(e).

Open Meetings Act (Act 267 of 1976)

15.268 Closed sessions; permissible purposes.

A public body may meet in a closed session only for the following purposes:

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.



Traverse City Housing Commission
A Public Housing Authority

CORRESPONDENCE

Record-Eagle Article of February 17, 2017 titled "Townsend Sues Housing Board"

Townsend v. TCHC & John or Jane Doe Complaint dated February 16, 2017

Tokio Marine HCC Public Risk Group – Claim Acknowledgement Letter of February 20, 2017

Townsend sues housing commission

Claims eviction notice was intimidation, violated free speech

BY JORDAN TRAVIS jtravis@record-eagle.com

TRAVERSE CITY — A Riverview Terrace resident and Proposal 3 activist has filed a lawsuit against the Traverse City Housing Commission over accusations officials violated her free speech rights.

Attorneys Grant Parsons and Kathryn Walker want to take the housing commission and as-yet-unnamed individuals to 13th Circuit Court over the government body's response to Townsend's pro-Proposal 3 signs. She was one of 15 Riverview Terrace residents to receive notices that their leases would be canceled if they didn't take down the signs, which were taped in their windows on Halloween.

Housing Commission Executive Director Tony Lentych previously said the signs violated lease rules. The commission never allows political signs, and the warnings were rescinded by Nov. 1 after the residents removed the signs, he said in November.

The eviction warning and other acts infringed on Townsend's free speech and due process rights, according to the complaint. It also accuses the housing commission of retaliating against her for her political activities, and of intentionally causing Townsend emotional distress.

Walker cited a letter the American Civil Liberties Union of Michigan sent to the housing commission, warning the commission that its actions and sign policy appeared to violate the First Amendment. The ACLU also requested the housing commission change its policy.

"We believe that the housing commission didn't even have processes in place that would've allowed Ms. Townsend to get approval for this, even if the requirement that she get approval is legal," Walker said.

The lawsuit filed Thursday seeks damages more than \$25,000 in damages, plus court and legal costs, and asks a judge to decide on the constitutionality of the housing commission's sign policy.

Lentych said Thursday he hadn't seen the suit, but that the housing commission encourages residents to be politically engaged.

"We encourage all of our members here to be as active as they want to be in politics and in the community," he said. "We encourage that, we want that. That's why we have a relationship with our residents and the Riverview Terrace Residents Council."

Ward Kuhn is the housing commission's attorney, and said he couldn't comment on the lawsuit because he hadn't seen it.

Lentych said Kuhn and the housing commission will decide if Kuhn will defend the commission against the action.

Townsend is Riverview Terrace Residents Council president and took the city to court for permitting Pine Street One's proposed development next door. That case is in the state Court of Appeals after 13th Circuit Court Judge Philip Rodgers sent the permit back to city commissioners for further review in March 2016.

Messages left with Townsend weren't returned Thursday afternoon.

The filing claims Townsend's advocacy for Riverview Terrace residents had embarrassed the housing commission, and that her activism for Proposal 3 ran counter to a resolution the commission adopted opposing the ballot measure.

Lentych is accused in the complaint of intimidating Riverview Terrace residents who opposed Proposal 3. He denied the accusation, and said the quotes in the complaint came from a meeting where he was reading others' online comments.

The complaint also claims Housing Commission board President Brian Haas and housing commission Office Manager Alysa Kroupa of falsely accused Townsend of "bullying" people into posting the signs. Haas directed questions about the allegation to housing commission staff and counsel; Lentych said he had no knowledge of Haas making such accusations. A message left for Kroupa wasn't returned Thursday afternoon.

Walker said the housing commission denied Townsend the ability to pursue a grievance or hearing when it rescinded the eviction notice. Issuing the notice still has consequences, including showing up in Townsend's resident file, Walker said.

The complaint also claims city commissioners blocked Townsend's appointment to the housing commission because of her stance on Proposal 3. City commissioners, including Haas, previously denied their objection to Mayor Jim Carruthers' choice was political, or cited other reasons for their opposition.

But Walker said city employees' and commissioners' comments against Proposal 3 raise questions. The voter-approved charter amendment is at the center of another lawsuit between the city, which is a separate legal entity from the housing commission, and a developer seeking to build a tall building. Parsons is representing Save Our Downtown in this separate lawsuit.

"Proposal 3 is at the center of the political participation that Ms. Townsend was involved in, and the fact that the city is on the record, both city staff and many of the city commissioners are on the record disagreeing with Proposal 3, it just creates a question here about intentions, and I think it's troubling," she said.

Published on February 17, 2017

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 17- 32006 CZ
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Court Address

280 Washington, Ste. 206, Traverse City MI 49684

Court telephone no.

231-922-4710

Plaintiff name(s), address(es) and telephone no(s).

Priscilla Townsend
150 W Pine Street, No. 704
Traverse City MI 49684

V

Defendant name(s), address(es), and telephone no(s).

TRAVERSE CITY HOUSING COMMISSION, 150 Pine
Street, Traverse City MI 49684, John or Jane Doe,
address unknown

Plaintiff attorney, bar no., address, and telephone no.

Grant W. Parsons (P38214) Parsons Law Firm PLC
520 S. Union, PO Box 1710
Traverse City MI 49685-1710
(231) 929-3113

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan, you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 2-16-17	This summons expires* 5-17-17	Court clerk <i>Catherine G Cook, Deputy Clerk</i>
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*This summons is invalid unless served on or before its expiration date.

COMPLAINT

Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

General Civil Cases

- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☒ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in Grand Traverse Circuit Court _____ Court.

The action ☐ remains ☒ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
15-31341-AA; 15-31300-CK	Hon. Philip E Rodgers Jr. P29082	

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Grand Traverse County, Michigan	Grand Traverse County, MI
Place where action arose or business conducted	
Grand Traverse County Michigan	

February 16, 2017

Date

Kathryn M. Walker
Signature of attorney/plaintiff Kathryn M. Walker (P75075)

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (3/02) SUMMONS AND COMPLAINT

MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a),(b), MCR 3.206(A)

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF GRAND TRAVERSE

PRISCILLA TOWNSEND,

Plaintiff,

v

File No. 17-32006 - CZ
Hon.

TRAVERSE CITY HOUSING
COMMISSION, and JOHN AND/OR JANE DOE,

Defendants.

Grant W. Parsons (P38214)
Kathryn M. Walker (P75075)
Parsons Law Firm PLC
Attorneys for Plaintiff
520 South Union Street
P.O. Box 1710
Traverse City, MI 49685-1710
(231) 929-3113

A TRUE COPY
BONNIE SCHEELE
Grand Traverse County Clerk

FEB 16 2017
BY: *Catherine G. Cook*
Clerk/Deputy County Clerk

COMPLAINT AND JURY DEMAND

There are two prior Grand Traverse Circuit Court lawsuits in which Plaintiff was involved, and they relate directly or indirectly to the instant lawsuit: *Northern Michigan Environmental Action Council and Priscilla Townsend v City of Traverse City, Circuit Court for the County of Grand Traverse, Case No. 15-31341-AA*, is currently under consideration by the Michigan Court of Appeals, Case No. 332590. The case *Northern Michigan Environmental Action Council, T. Michael Jackson, and Priscilla Townsend, Circuit Court of the County of Grand Traverse, Case No. 15-31300-CK* was previously dismissed by Judge Phillip E. Rodgers, Jr.

**PARSONS
LAW FIRM**

LAW OFFICE

(231) 929 3113

(231) 929 3036 fax

520 S. Union Street

P.O. Box 1710

Traverse City, MI

49685-1710

NOW COMES Plaintiff Priscilla Townsend, by and through counsel, Parsons Law Firm PLC, and complains against Defendants as follows:

INTRODUCTION

Plaintiff Priscilla Townsend, age 80, is a resident of Riverview Terrace, a low income housing residence. She received an eviction notice because she put a political sign up in her private apartment. She was nominated to serve on the Traverse City Housing Commission Board, but Traverse City government officials denied her appointment because of her political speech and participation. She is now being harassed by Housing officials as a result of her political speech.

JURSDICTION, VENUE

1. Plaintiff Priscilla Townsend is a resident of Riverview Terrace, a low income federally-funded, municipally-operated housing complex located at 150 Pine Street, Traverse City, in Grand Traverse County, Michigan.

2. Defendant Traverse City Housing Commission ("TCHC") is a municipal agency created pursuant to Public 18 of the State of Michigan, 1933, and Ordinance 105 of the City of Traverse City, 1966, that governs Riverview Terrace; John and/or Jane Doe are individual members or employees of the Traverse City Housing Commission who acted with deliberate indifference to her rights and retaliated against Plaintiff for political reason(s).

3. The events complained about occurred in Grand Traverse County, Michigan.

4. The amount in controversy exceeds \$25,000 and jurisdiction and venue is otherwise proper in this Court.

I. FACTS RELEVANT TO ALL COUNTS

A. Advocacy for Low Income Residents

5. Priscilla Townsend, age 80, organized and is the President of the Riverview Terrace Residents Council ("RTRC"), a volunteer organization with the purpose of advocating the rights of low income residents of Riverview Terrace.

6. Many of Plaintiff's constituents are disadvantaged by economics or other limitations.

7. In 2015, when a change in federal food stamp procedure caused a reduction (from \$130 to \$16) in food stamp benefits for Riverview Terrace residents, Plaintiff researched and initiated an effort to assist residents in submitting documentation to regain benefits lost through political ineptness at the local and state levels of government. **(Exhibit A, Northern Express Article)**

8. Plaintiff's good faith advocacy on that occasion and other occasions exposed the Traverse City Housing Commission to public embarrassment, because it exposed failings or inadequacies of the TCHC. **(id.)**

9. The TCHC views Plaintiff's advocacy on behalf of residents as disruptive and/or embarrassing, and does not like Plaintiff's advocacy work.

B. Community/Political Participation

10. In 2014, a large commercial development project was proposed for the vacant lot adjacent to Riverview Terrace.

11. The proposed building project was known as "River West".

12. River West was a project of a size and scale that City Planners and City Commissioners viewed as the key to downtown "New Urbanism", and the project was supported by virtually every governmental agency, commission, board, the Chamber of Commerce, and business lobbyists.

13. Plaintiff joined, and was very active in, a grass roots organization called "Save Our Downtown" ("SOD"), that opposed the River West project; the group, with Plaintiff's assistance, mounted a campaign against the River West project on grounds including but not limited to the following:

- a. The project would be built within 30 feet of the windows of residents' windows on the north side of Riverview Terrace, and would obliterate light, cooling breezes, (residents do not have any air conditioning), and would impair residents' street use;
- b. The project violated the City Master Plan, the Zoning Code, and the Downtown Development Authority mission.
- c. The project would damage the environment, flora and fauna.
- d. The development was not in character with the downtown neighborhood.
- e. The development would use tax subsidies of approximately \$30 million and hurt local taxpayers.
- f. The development would not pay its fair share of infrastructure costs.

14. Plaintiff encouraged other Riverview Residents to attend public meetings, public debates, public forums, and Plaintiffs attended every public meeting and spoke in opposition to the project on land use, environmental, and zoning grounds.

15. The River West development became the dominant political issue in Traverse City in 2014-2015, and created a significant controversy with the Chamber of Commerce, the Traverse City Housing Commission, business interests, land developers and City government on one side, and neighborhood residents, environmentalists, and preservationists on the other side.

16. Plaintiff, as a City resident, assisted with the collection of signatures in support of an initiatory petition to amend the City Charter, limit the power of the City Commission, and require a vote on buildings higher than 60 feet, such as River West.

17. Plaintiff Townsend was a named Plaintiff in a Grand Traverse County Circuit Court action to appeal and invalidate River West's Special land Use Permit (SLUP): ***Northern Michigan Environmental Action Council and Priscilla Townsend v City of Traverse City, Circuit Court for the County of Grand Traverse, Case No. 16-31341-AA, Judge Philip E. Rodgers, Jr., presiding.***

18. Plaintiff Townsend's Circuit Court action was successful, and the Circuit Court ruled the City failed to satisfy the standards of the Traverse City Zoning Code, prior to issuance of the SLUP for River West.

19. The Circuit Court action is currently pending in the Michigan Court of Appeals, and is a continuing source of local controversy.

20. Following the Circuit Court action, Plaintiff and other Traverse City residents organized an initiatory petition to amend the City Charter, to limit the City Commission's power to approve buildings in excess of 60 feet, by requiring a vote of the City electorate.

21. The petition proposition came to be known as "Prop 3".

22. Save our Downtown organizers, with Plaintiff's assistance, collected signatures sufficient to put "Prop 3" on the November 8, 2016 ballot.

23. City governmental leaders almost universally opposed Prop 3; major news media outlets opposed Prop 3; County Brownfield leaders opposed Prop 3; the Chamber of Commerce opposed Prop 3; the TCHC opposed Prop 3 and, alone among all governmental entities, actually voted to oppose Prop 3.

24. Brian Haas, a member of Grand Traverse County Brownfield Authority and the TCHC, publicly advocated against Prop 3.

25. Alyssa Kroupa, a Grand Traverse County Commissioner and the Office Manager of TCHC publicly voiced her opposition to Prop 3.

26. Tony Lentych, the Executive Director of the TCHC emphatically removed petitions in support of Prop 3, when Plaintiff placed Prop 3 petitions in the common area of Riverview Terrace, and made a public accusation that residents, including Plaintiff, were breaking the law by petitioning in the public housing complex.

(Exhibit B, November 1, 2016, Record-Eagle article)

27. Lentych intimidated Riverview Terrace residents who supported Prop 3 by telling them **"the whole City is making fun of you ..."** and by telling them,

“...you should stop this ...” and by telling them, “if this [Prop 3] passes you will have nowhere to live.”

28. Prior to the City-wide election on “Prop 3” the TCHC passed Resolution No. 2016-15, (**“Resolution Opposing the Passage of City Proposal Three” (3)**) dated October 28, 2016. (**Exhibit C, Resolution**):

- a. **“WHEREAS, the TCHC supports the rights of all Riverview Terrace Residents to participate in the public referenda regarding City Proposal 3 and other ballot measures”;**
- b. **“WHEREAS, the TCHC has contacted [Residential Council] Spokespersons to receive the Resident Council’s official policy position on the City Proposal 3”; and**
- c. **“The Traverse City Housing Commission opposes the passage of City Proposal 3.”**

29. Contrary to the misrepresentation in that resolution, the Residents Council (of which Plaintiff Townsend was President) was not contacted for approval, did not give approval, and in fact, would not have approved the resolution opposing Prop 3.

30. In reliance on the TCHC’s Resolution, which stated **“the rights of all Riverview Terrace Residents to participate in the public referenda regarding City Proposal 3,”** Plaintiff helped others design signs in the shape of Halloween jack ‘o lanterns, just before Halloween, with the politically-relevant words, **“Yes 3”**, and offered the signs to 14 residents in Riverview Terrace. (**Exhibit D, photo**)

- a. Initially, Plaintiff and others proposed that proponents carve pumpkins with Pro-Prop 3 language, but the low income residents of Riverview Terrace could not afford real pumpkins and instead cut out paper pumpkins;

- b. The jack o' lantern cut-outs were not posted in public areas of River View Terrace;
- c. The jack o' lantern cut-outs were given to residents who either requested or agreed to post signs in their private residences;
- d. The jack o' lantern political signs, which resembled Halloween decorations, were similar to other types of holiday decorations routinely found within the River View Terrace housing complex;
- e. The signs were approximately 16 inches across, oblong in shape, were orange, and closely resembled pumpkin decorations with this exception: the signs contained "Yes 3" lettering. The signs were intended as political speech;
- f. The signs were taped to the exterior windows of the private apartments and could be seen from the outside.

31. Housing Commissioner Andy Smits reacted adversely to the signs, comparing the jack o' lantern signs to "**swastikas**". (**Exhibit E, November 7, 2016, Record-Eagle article**)

32. Housing Commission President Brian Haas defamatorily stated to the news media that "Yes 3" proponents – and specifically Priscilla Townsend, age 80 – had "**bullied**" residents into using the jack o' lantern signs.

33. Housing Commission Office Manager Alyssa Kroupa, who signed the eviction notices, also defamatorily accused Plaintiff of "bullying" other residents to use the jack o' lantern signs.

34. In direct retaliation for the "Yes 3" jack o' lantern signs, the TCHC immediately served eviction notices on Plaintiff Townsend. (**Exhibit F, Eviction Notice**)

35. The Eviction Notice cited the TCHC Residential Lease Agreement as requiring tenants to "**refrain from placing signs of any type in or about the**

dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the TCHC.” (*Id.*, emphasis in original).

36. The American Civil Liberties Union of Michigan contacted the Traverse City Housing Commission to protest the First Amendment violation perpetrated on the Plaintiffs and others. (**Exhibit G, November 3, 2016, Letter to TCHC**)

37. In a January 10, 2017 response letter from Exec. Dir. Lentych to the ACLU, the TCHC declined to change its sign policy, stating instead that it would “update and clarify” the lease. (**Exhibit H, January 10, 2017 Response**)

38. In response to legal counsel’s letter of representation, the TCHC rescinded the eviction notices. (**Exhibit I, Exhibit J: Counsel letter and letter rescinding eviction**)

39. On November 8, 2017, in the general election, Traverse City voters overwhelmingly adopted “Prop 3” to the dismay of the TCHC.

40. On November 14, 2017, Traverse City Mayor Jim Carruthers formally nominated Priscilla Townsend for a seat on the TCHC Board. (**Exhibit K, Memo Regarding Appointment**)

41. City Commissioners and TCHC opposed the appointment of Townsend to the Housing Commission because she was a supporter of “Prop 3”. (**Exhibit L, November 22, 2016, Record-Eagle article**)

42. On information and belief, the TCHC has no process by which residents can request written permission to place signs in their windows.

C. Intentional Infliction of Emotion Distress

43. The Eviction Notice served on Plaintiff by the TCHC was an intentional scare tactic that had no legal basis or merit.

44. Michigan law prohibits execution of a judgment for possession of the premises where "the alleged termination was intended primarily as a penalty for the defendant's attempt to secure or enforce rights under the lease or agreement or under the laws of the state, of a governmental subdivision of this state, or of the United States" or where "the alleged termination was intended primarily as retribution for a lawful act arising out of the tenancy, including membership in a tenant organization and a lawful activity of a tenant organization arising out of the tenancy." **MCL 600.5720 (1) (a), (c).**

COUNT I: RETALIATION FOR POLITICAL PARTICIPATION (42 U.S.C. 1983)

45. Paragraphs 1-44 are hereby incorporated into Count I of this complaint.

46. Acting under color of law, and in violation of Plaintiff's federally-protected First Amendment rights and Due Process Rights, Defendant Housing Commission and John or Jane Doe retaliated against Plaintiff including but not limited to the following:

- a. threatened to evict her from her subsidized housing in retaliation for her exercise of speech rights;
- b. falsely and defamatorily accused her of bullying others;

- c. opposed Plaintiff Townsend's appointment to the TCHC because of her political participation.

47. The TCHC's policies, procedures, and actions deprived Plaintiff of her right to engage in protected speech in violation of the Free Speech Clause of the First Amendment to the U.S. Constitution as applied to the states and political subdivisions under the Fourteenth Amendment to the U.S. Constitution and 42 U.S.C. § 1983.

48. Defendant's restriction on Plaintiff's speech is content- and viewpoint-based in violation of the Free Speech Clause of the First Amendment.

49. TCHC unreasonably denied Plaintiff a fair hearing on the eviction notice, violating her Fourteenth Amendment right to due process under the law.

50. As a direct and proximate result of Defendants' violation of the Free Speech Clause of the First Amendment and the Due Process Clause of the Fourteenth Amendment, Plaintiff has suffered irreparable harm, including the loss of constitutional rights and emotional distress, entitling her to compensatory damages.

51. This retaliation violated 42 U.S.C. 1983, was objectively unreasonable, violated Plaintiff's clearly established constitutional rights under the First Amendment and Fourteenth Amendments to the United States Constitution, and was a direct and proximate cause of injury to Plaintiff.

52. The sudden, retaliatory evictions by the Housing Commission and the subsequent opposition to Plaintiff Townsend's appointment to the Housing Commission Board damaged Plaintiff as follows:

- a. It has shaken her sense of security and caused her to fear future retaliation by the Housing Commission;
- b. She fears she will be evicted or harassed as a result of her past acts and this current lawsuit;
- c. She fears she will be left homeless as a result of retaliation;
- d. She is deeply hurt by the fact she has been wrongly accused of being a bully, and has been deprived of her good name;
- e. Plaintiff Townsend lost the honor of a seat on the Housing Commission board.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in favor of Plaintiff Priscilla Townsend against Defendant Traverse City Housing Commission, in an amount to fully and fairly compensate her for humiliation, retaliation, and emotional distress. Furthermore, Plaintiff requests attorney fees, costs, and punitive damages, as well as such other remedy as the Court deems just, including declaratory judgment that the sign policy of TCHC is illegal and unconstitutional.

COUNT II:
VIOLATION OF STATE CONSTITUTION

53. Paragraphs 1-52 are hereby incorporated into Count II of this complaint.

54. The TCHC's policies, procedures, and actions violated the State of Michigan Constitution of 1963, Article I, Section 5, prohibiting any law that would "restrain or abridge the liberty of speech," as defined as the right to "freely speak, write, express, and publish [her] views on all subjects."

55. The TCHC's policies, procedures, and actions violated the State of Michigan Constitution of 1963, Article I, Section 2, and requiring equal protection of all citizens under the laws of the State of Michigan.

56. The TCHC's policies, procedures, and actions violated the State of Michigan Constitution of 1963, Article I, Section 3, permitting "the right peaceably to assemble, to consult for the common good, to instruct their representatives and to petition the government for redress of grievances."

57. The TCHC's policies, procedures, and actions violated the State of Michigan Constitution of 1963, Article I, Section 17, prohibiting the deprivation of liberty and property without due process

58. As a direct and proximate cause of Defendant's violations of the state constitution, Plaintiff has sustained emotional distress, including fear, humiliation, and outrage.

WHEREFORE, Plaintiff Priscilla Townsend respectfully requests this Court enter judgment in favor of her and against defendant Traverse City Housing Commission for compensation equal to or greater than \$25,000, plus exemplary damages, attorney's fees, interest and such additional declaratory and/or injunctive relief which the Court deems just and proper.

COUNT III:
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

59. Paragraphs 1-58 are hereby incorporated into Count III of this complaint.

60. Plaintiff Townsend is, at age 80, impecunious; she needs low income housing assistance and depends on Riverview Terrace for a residence.

61. To threaten Plaintiff with eviction was to threaten to make her homeless without option, an outrageous and unconscionable act that bespeaks a discriminatory act of a vengeful government body.

62. The TCHC's issuance of the Eviction Notice, without prior warning and in contravention of the First Amendment, was deeply disturbing and an emotional shock.

63. Once TCHC had bent the will of Plaintiff by causing her to remove the sign from her apartment window the Eviction Notice was apparently cast aside with no apology or explanation.

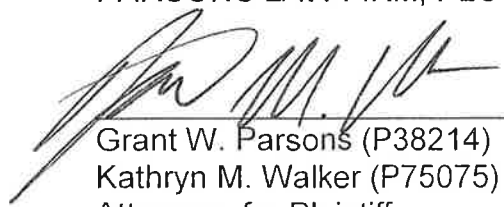
64. Exec. Dir. Lentych stated to the Traverse City Record-Eagle there was no intent to enforce the eviction notices; his statement indicates the eviction was intended as purely an emotional scare tactic.

65. The TCHC's outrageous and intentional conduct caused Plaintiff severe emotional distress, including fear, humiliation, and outrage.

WHEREFORE, Plaintiff Priscilla Townsend respectfully requests this Court to enter judgment in favor of Plaintiff and against Defendant Traverse City Housing Commission for compensation equal to or greater than \$25,000, plus exemplary damages, attorney's fees, interest and such additional declaratory and/or injunctive relief which the Court deems just and proper.

PARSONS LAW FIRM, PLC

Dated: February 16, 2017

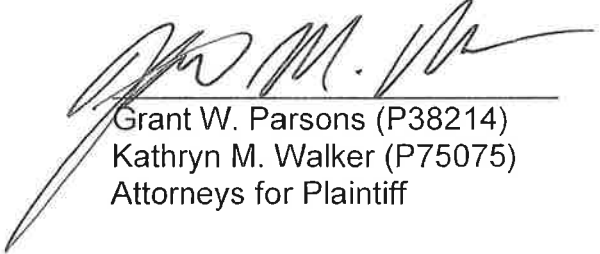

Grant W. Parsons (P38214)
Kathryn M. Walker (P75075)
Attorneys for Plaintiff

JURY DEMAND

NOW COMES Plaintiff, by counsel, and demands a trial by jury for the above action.

PARSONS LAW FIRM, PLC

Dated: February 16, 2017



Grant W. Parsons (P38214)
Kathryn M. Walker (P75075)
Attorneys for Plaintiff



SNYDER — PURE INDIFFERENCE

Grant Parsons *ch 5th, 2016*

"I saw weak people, old people and suddenly they were dying. A resident at Riverview went into Munson and they told her she was starving."

— Priscilla Townsend

When Priscilla Townsend told me this story, I asked her how I should write it — about her heroism or about her anger. She waved her hand dismissively, gently in the air, like Brando, and said, "Oh heavens, please don't make it about me. Make it about the anger."

Townsend, 79, is my friend and client. She lives in a pleasant apartment overlooking Grand Traverse Bay. Her anger is not the lip-curling anger of our clownish political candidates; her anger is the soulful kind.

Last June she found out her neighbors — the low-income and the disabled — had no food. Their federal food stamps had been reduced from \$150 to \$16 per month. An official letter said, "The change is as a result of the 2014 Farm Bill — specifically the heating and utility deductions."

What the letter didn't say was that it was only a "paper problem." There was a simple fix: just file a Form 1040CR-7 showing you got \$21 or more in heating credits and you got the \$150 monthly food stamps. But who knew?

Who knew? The Snyder Administration knew. Twelve of sixteen states fixed the problem by passing legislation, but not Snyder, under whom Michigan has become a bottom-of-the-barrel state in almost every sense.

Rick Snyder has created an administration that doesn't govern well because they're too busy dining out with special interests and cutting taxes.

Ms. Townsend says, "You know what bothers me most? They always cut from the bottom."

So the official starvation could have been avoided by a piece of paper — Form 1040CR-7 — showing they received \$21 in heating benefits. But no one told the poor people.

"These people are poor, or diabetic — so their diet is important — or challenged, so they don't follow these issues well," Townsend says.

By mid-summer, she figured out the proof they needed to get benefits back. She called the Traverse City Housing Commission (TCHC) and asked for a receipt to show that residents' rent included a utility subsidy of at least \$21. The Housing Commission told her residents don't pay utilities. That was not true.

She went on, doggedly. She asked the local Department of Human Services for help, and they said "there's no money in our budget." That was a non sequitur. She called Debbie Stabenow, Wayne Schmidt, Larry Inman. Nothing.

In September 2015, after three months of slogging, Townsend got the Department of Housing and Urban Development to admit that residents' rent INCLUDED heating benefits of at least \$21 — automatic payments made directly to the Traverse City Housing Commission — contrary to what the TCHC earlier said.

By then, many local neighbors were in serious trouble, food pantries were running low, some were going without medication in order to buy food, the Farmer's Market program for food stamp recipients was impacted.

She desperately needed a letter to complete the Form 1040CR-7. Later that month, finally, Townsend got the letter she needed from TCHC stating the truth — residents' rent included heating benefits.

Townsend went on a tear, helping residents fill out 1040CR-7 forms. She filed 25–30 per month. Then, in a “can you top this?” act of governmental incompetence, the Michigan Treasury office that processes 1040CR-7 forms closed for the month of January, leaving applicants to starve.

No one had time to handle applications while Snyder's cronies headed for Cancun? They don't close jails or prisons, just benefits offices and schools.

The Flint water crisis that poisoned a generation of Flint children; the potholes ruining our cars; the school closings ruining communities; human services cuts ruining the lives of the poor...I used to wonder whether Snyder's damage was innocent or intentional.

Now I know: It's intentional. When this food stamp crisis first occurred, the vast majority of states fixed it, but Snyder didn't. When Snyder saw that orange, stinking water in Flint, he let kids keep on drinking it.

There's an epilogue to this story. Townsend filed an administrative complaint against the State DHS to help a neighbor get back lost food stamps totaling \$720. Judge Kevin Scully of the inaptly-titled Michigan Department of Human Services, denied Townsend's appeal, saying, “... the Department acted in accordance with policy...”

What policy was that? A policy to starve people? A policy to ignore residents begging for benefits they were lawfully entitled to?

Take your pick which policy Judge Scully was talking about. Just don't try to tell me Snyder innocently forgot to feed the poor when so many other states did it. Don't tell me Snyder needed scientists to tell him that stinky, orange water was not good for Flint children. Don't tell me Snyder cares about poor people like he cares about rich people.

There is rampant economic injustice in Michigan that comes from a third world–style of governance. Republicans control this state with a single-minded purpose to cut taxes. Snyder is their leader. Schools, infrastructure, human services and human rights are disappearing.

What is “Pure Michigan” is Snyder's pure indifference to the middle class and the poor.

He's not a nerd; he's a Republican businessman lacking a basic notion of government's duty to serve the common good.

What we do for the least among us shows our true beliefs. Snyder's beliefs about the poor, the middle class, the children, the schools and struggling communities, are awful, just plain awful.

Priscilla Townsend is a person of grace, intelligence, and commitment, and she has more good government in her little finger than Rick Snyder has in his entire administration.

Grant Parsons is a Traverse City native and a trial attorney with a keen interest in local government.



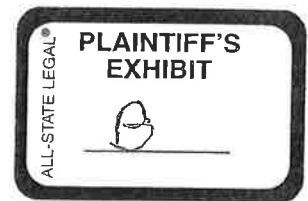
http://www.record-eagle.com/news/local_news/prop-signs-prompt-eviction-warnings/article_20549993-0504-505a-9e19-5906bd8f21d3.html

EDITOR'S PICK FEATURED

Prop 3 signs prompt eviction warnings

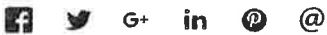
Lentych: Notices rescinded after signs removed

BY CAROL THOMPSON cthompson@record-eagle.com AND JORDAN TRAVIS jtravis@record-eagle.com Nov 1, 2016



Record-Eagle/Jan-Michael Stump

Ellen Corcoran was one of the over a dozen residents of Riverview Terrace issued eviction notices after posting pumpkin-shaped signs in favor of City Proposal 3 in their windows.



TRAVERSE CITY — A bright posterboard pumpkin that read "yes 3" spent less than a day in Jane Bishoff's apartment window at Riverview Terrace before she received a written demand to remove it.

"Next thing I know under my door I get slipped a threat to terminate my lease and kick me out of the building," Bishoff said.

Bishoff was one of 15 Riverview Terrace residents who received eviction notices Monday because they placed the political signs in their windows, a violation of the public housing development residents' lease agreements. Residents need written approval from the Traverse City Housing Commission before they can display signs outside their rooms in the 115-unit building.

The controversial signs were in support of Proposal 3 — a ballot proposal that would amend the city's charter to require a public vote on any proposal to construct a building taller than 60 feet.

Riverview residents Ellen Corcoran and Priscilla Townsend distributed the signs to neighbors who they said also supported the cause two days after housing commission members passed a resolution opposing the charter amendment.

Housing commission President Brian Haas said the commission's vocal opposition of Proposal 3 was warranted, considering its position as a landlord. The measure, if passed, would require the commission to put plans to build a second tower near the 10-story Riverview Terrace building to a vote. An attorney told commissioners it was OK to weigh in.

"We felt it was at a minimum a duty to have a discussion," Haas said. "We are a landowner, we do have a mission, almost a mandate, to provide housing."

The notices were a shocking, potentially traumatizing response to a few signs, Townsend said.

"These people live on the cusp in here," she said. "An eviction notice is horrific."

Traverse City Housing Commission Executive Director Tony Lentych argued the matter was smoothed by Tuesday afternoon, when all 15 pumpkins were out of the windows and the eviction threats were rescinded. He said he is unsure whether everyone who displayed the posterboards even understood what the signs supported.

Corcoran argued a clause in the commission's resolution granted them approval to display their opinion of the proposal. The document states commission supports Riverview residents' rights "to participate in the public referenda regarding City Proposal 3 and other ballot measures."

The sign was Corcoran's means of participating. She considers the resolution the written permission she needed to voice her Proposal 3 support with a sign. The commission's response was overblown, she said.

"All they had to do is call a meeting," Corcoran said. "To me it was radical."

The response was by the book, Lentych said. The pumpkin signs violated the rules, and rule violations mean eviction notices.

"This is standard procedure for us," he said.

Townsend said she believes the sign policy's enforcement was political, not fair.

"Oh yes, there's signs and flags in the windows all the time," she said. "It was a position they took because it was political."

Riverview windows were clear of signs or flags Tuesday afternoon.

Lentych contended he acts on all resident complaints, but doesn't police windows for flags or signs.

The housing commission forbids all political signs. Lentych argued signs opposing Proposal 3 would have prompted eviction notices, too. Haas echoed Lentych and said he doesn't believe the policy infringes on residents' free speech.

"We've been asked over and over again to put up signs and said 'no,'" Lentych said. "I don't care if Santa Claus was running for office, we would not allow a sign."

Other Riverview residents complained about their neighbors' political pumpkins, Lentych said.

"I have been harassed about it," one resident wrote in a complaint to Lentych.

Bishoff's window is now bare with less than a week before the election when city voters will weigh-in on the proposal she considers vital to injecting the public's voice into future development. But her rights to display her opinion about city government were not worth the expense of an eviction.

"I feel like I was cornered, I really do," she said. "It was either shut your mouth and take the sign down or go walk the streets. That scares me."



Housing Commission — 30 Day Notice
Nov 1, 2016

TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684



RESOLUTION NO. 2016-15

RESOLUTION OPPOSING THE PASSAGE OF CITY PROPOSAL THREE (3)

October 28, 2016

The following Resolution was moved by Commissioner Smits with support from Commissioner Serratelli:

WHEREAS, the Traverse City Housing Commission (TCHC) is a Michigan Municipal Corporation and Public Housing Authority, Chartered by the City of Traverse City Commission under Michigan Public Act 18 of 1933, as amended through City Ordinance 274.01 et seq.; and

WHEREAS, the TCHC owns and operates a Riverview Terrace at 150 Pine Street as a public housing facility including a 10-story building in excess of 60 feet in height; and

WHEREAS, the TCHC commissioned a feasibility study to construct another affordable housing structure building at 150 Pine Street that would be a building over 60 feet in height; and

WHEREAS, the TCHC supports the rights of all Riverview Terrace Residents to participate in the public referenda regarding City Proposal 3 and other ballot measures; and

WHEREAS, the TCHC encouraged and supported the development of the Riverview Terrace Resident Council (RTRC) and continues to facilitate its functions under 24 C.F.R. 964.135; and

WHEREAS, the TCHC has contacted RTRC Spokespersons to receive the Resident Council's official policy position on the City Proposal 3; and

WHEREAS, the TCHC has serious concerns as to the added costs to our proposed developments should City Proposal 3 be implemented; and

WHEREAS, the TCHC has discovered that the passage of Enrolled Senate Bill No. 571 amending the Michigan Campaign Finance Act may, in fact, complicate our ability to fully participate in any election required by City Proposal 3; and

WHEREAS, the TCHC finds that City Proposal 3 would add unnecessary uncertainty to our ability to perform our mission and strategic plan; and

COPY

WHEREAS, the TCHC finds that community participation and involvement processes currently exist in the administrative procedures set forth by the City Planning Commission and City Commission for approval of buildings greater than 60 feet in height; and

WHEREAS, the TCHC concurs in the recommendation of the Executive Committee.

NOW, THEREFORE, Be It Resolved by the Traverse City Housing Commission as follows:

The Traverse City Housing Commission opposes the passage of City Proposal 3.

Voting "Yes": Haas, Michael, Serratelli, Simerson, and Smits.

Voting "No": None.

Abstentions: None.

Absent: None.

I hereby certify that the above Resolution was duly adopted by the Traverse City Housing Commission on October 28, 2016 during a Regular Meeting held in the Governmental Center (Training Room), 400 Boardman Avenue, Traverse City, Michigan at 8:00 A.M.


Brian Haas, President

10/28/16
Date

(r) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.

(s) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(t) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that antennas and satellite dishes may be installed under specific situations in accordance with regulations set forth by the TCHC with the written approval of the TCHC.

(u) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the TCHC.

(v) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the TCHC's pet policy. When a verified disability warrants the possession of a service animal or companion animal, the TCHC must be notified in advance. A pet addendum must be completed for a pet as well as a service or companion animal prior to the animal being brought into the apartment community.

(w) All tenant owned vehicles must be registered with the TCHC office. Tenant must remove from the TCHC property any vehicles that are inoperable, without valid registration or insurance. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by the TCHC. Motorcycles, trucks, commercial vehicles, trailers, mobile homes, recreational vehicles or boats shall not be parked in any parking space or fire lane of the apartment complex. Any inoperable or unlicensed vehicle as described above will be removed from the TCHC property at Tenant's expense. Automobile repairs are not permitted at the apartment community except for minor repairs to allow the vehicle to be removed from the property.

(x) To remove any personal property left on the TCHC property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the TCHC. Costs for storage and disposal shall be assessed against the former tenant.

(y) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE TCHC PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(z) 1. Not to commit any fraud in connection with any Federal housing assistance program, and

2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

(aa) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

(bb) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the TCHC) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

(cc) All adult household members 18 years of age or older in households where the head of household, spouse or co-head report less than \$100 per month in earned income must report for quarterly Zero Income Reporting. Such reporting is held the last Friday of January, April, July and October.



Housing commission keeps sign policy

Declines to change lease policy barring signs just yet, asks for more information before responding to ACLU

BY JORDAN TRAVIS jtravis@record-eagle.com Nov 7, 2016



TRAVERSE CITY — Traverse City Housing commissioners won't immediately change a lease policy banning signs without prior approval, and will seek more information before responding to a civil liberties organization's letter asking the commission alter its rules.

Commissioners, during a special meeting Monday, discussed events that led the housing commission to issue eviction notices on Oct. 31 to 15 Riverview Terrace residents who placed pumpkin-shaped signs supporting Proposal 3 in their windows. The residents took the signs down and the notices were rescinded.

Commission Executive Director Tony Lentych previously said the notices were issued over a lease violation, and on Monday commissioners discussed whether they were issued according to policy and procedure.

how to respond to the ACLU's letter.

The letter said the policy violates residents' freedom of speech and called the eviction notices "heartless" acts. The letter cites two court decisions, including one from the Washington state Supreme Court that involved public housing residents' right to display political signs on their front doors. It asks the housing commission to take a number of actions, including rescinding its signs rule.

Ward Kuhn, one of the commission's attorneys, said he believes the sign provision is legal. The Washington case precedent cited in the ACLU's letter, while similar to the housing commission's situation, doesn't apply in Michigan, although that could change.

"We are left with some uncertainty as to how this issue might be resolved in Michigan if it's ever taken up," he said

Commission Public Housing Manager Alisa Kroupa compared the sign restriction to those of the high-rises in which she grew up, and compared it to homeowner associations, apartment complexes and other agreements barring residents from posting political signs.

Kuhn said those restrictions are valid but apply to private property, whereas housing commission property is public. While the dissenting opinion in the Washington case argued municipal agencies acting as landlords should receive the same consideration as private landlords, the majority disagreed.

Kuhn said the ACLU may use the eviction notices incident as the basis for a test case, and said it's up to housing commissioners whether that's a battle they want, or can afford, to fight. Commissioners asked staff and legal counsel to research the issue so commissioners could discuss a response to the ACLU at their Nov. 18 meeting.

Commissioner and Riverview Terrace resident Jo Simerson said she doesn't believe the sign rule violates her free speech, noting she has other ways to express herself.

Lentych said housing commission employees review the lease with new residents.

Commissioner Andy Smits, while discussing a response to the ACLU, compared the pumpkins to a Swastika, and said both make political statements. Lentych said the housing commission would have to give the pumpkins and a Swastika the same treatment.

Commissioners agreed issuing the eviction notices without giving a warning followed precedent. Deputy Director Michelle Reardon said the notices included the appeal and grievance process, and an application to appeal. Simerson agreed that's how lease violations have been handled before and that residents can clear them up by talking with staff. She said she has received a few.

Kroupa at one point said the eviction notices incident had been blown out of proportion, and later added she would continue to follow policies as written. She refused the ACLU's request she apologize for sending the notices, adding she was doing her job by issuing them.

Lentych said none of the 15 residents would have been evicted, adding that no judge would have evicted them over the signs had the eviction process reached that stage, and most of the 15 had never received an eviction notice before.

After Riverview resident Michelle St. Amant accused resident council President Priscilla Townsend of deliberately targeting people with disabilities when seeking others to post the signs, commissioner Kay Serratelli asked whether the commission has a bullying policy. Lentych said HUD now requires them, and Smits said commissioners should consider one as soon as possible.

Commission President Brian Haas agreed.

buildings and not be subject to bullying, I think, should be at the top of our list."

Townsend, one of the 15 who received a notice, attended the meeting and said she found it interesting, but declined further comment. She said she discussed the eviction notice issue with her attorney, Grant Parsons.

Parsons sent a letter to housing commissioners notifying them he would represent Townsend and Ellen Corcoran in any future legal action and asked for more information about the circumstances surrounding the the eviction notices; commissioners discussed the letter briefly Monday.

Parsons couldn't be reached for comment Monday.

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Traverse City Housing Commission
150 Pine Street
Traverse City, MI 49684
Phone: (231)922-4915 FAX: (231)922-2893
E-Mail: tchc@tcpha.net

October 31, 2016

Priscilla Townsend
150 Pine Street #0704
Traverse City, MI 49684



RE: 30 Day Notice – Account # P -001-0704-08

Dear Ms. Townsend,

THIS IS TO NOTIFY YOU that the Traverse City Housing Commission ("TCHC") intends to cancel your lease to the dwelling unit located at: 150 Pine Street #0704 Traverse City, MI 49684 on November 30, 2016.

The reason for eviction is the following:

Lease Violation; PART I:
TRAVERSE CITY HOUSING COMMISSION RESIDENTIAL LEASE
AGREEMENT
TERMS AND CONDITIONS

IX. Tenant's Obligations: Tenant shall be obligated:

(u) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then **only after having received written permission of the TCHC.**

The sign must be removed from your window immediately.

The Traverse City Housing Commission hereby demands that you vacate the premises by November 30, 2016.

YOUR RIGHTS:

- (1) You have the right to reply as you may wish to this Notice.
- (2) You also have the right to submit a grievance within the next two weeks and have a meeting with the Deputy Director about the proposed cancellation of your lease. After meeting with you, the Deputy Director will send you a summary of the discussion and the decision either to cancel or continue your lease.
- (3) You also have the right to request a hearing before a formal hearing officer to review your grievance and the Deputy Directors decision. If the formal hearing officer upholds the Deputy Directors decision and you stay in the unit after being notified to vacate, the Traverse City Housing Commission could then start eviction proceedings against you.
- (4) You have the right to examine any documents, records, and regulations in possession of the Traverse City Housing Commission and directly relevant to the termination of tenancy or eviction, prior to any hearing or eviction proceeding. You shall be allowed to copy such documents at your expense.

FAILURE TO RESPOND--NOTICE TO VACATE

Your lease will be cancelled on November 30, 2016, without further notice and you must vacate the unit by that date unless you respond in one of the following ways:

- (1) Vacate the premises by November 30, 2016; or
- (2) Submit a grievance by November 14, 2016.

If you continue to occupy the unit after cancellation of your lease, the Traverse City Housing Commission will commence eviction proceedings against you and you may be required to pay court costs and attorney's fees.

Traverse City Housing Commission

10/31/14

Dated

AUSA Kiorpa

Office Manager

PUBLIC HOUSING and SECTION 8 HOUSING CHOICE VOUCHER GRIEVANCE PROCEDURE

The following grievance procedures encompass both the Public Housing and the Section 8 Housing Choice Voucher programs. Please refer to the grievance procedure for the program in which you participate. Public Housing grievance procedures begin immediately below. Section 8 Housing Choice Voucher grievance procedures begin on page 7.

PUBLIC HOUSING

1.0 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Traverse City Housing Commission (TCHC) will give an applicant for participation in the public housing program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Traverse City Housing Commission decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

1.1 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a Hearing Officer.

1.2 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable for both Public Housing and Section 8 Housing Choice Voucher Programs:

- A. "Complainant" shall mean any Tenant whose grievance is presented to the TCHC in accordance with this procedure.
- B. "Elements of Due Process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and

and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied.

1.4 PROCEDURES TO OBTAIN A HEARING

A. REQUEST FOR HEARING

The Tenant shall submit a written request for a hearing to the TCHC within ten (10) calendar days from the date of the mailing of the summary of the informal hearing/informal settlement. The written request shall specify:

1. The reasons for the grievance; and
2. The action or relief sought.

B. SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by an impartial person appointed by the TCHC and shall be someone other than the person who made or approved the action under review or a subordinate of such person.

The TCHC shall annually submit a list of prospective hearing officers. This list shall be provided to any existing Tenant organization(s) for such organization's comments or recommendations. The TCHC shall consider any comments or recommendations by a Tenant organization.

From this list, a hearing officer shall be selected.

C. FAILURE TO REQUEST A HEARING

If the Tenant does not request a hearing in accordance with this section, then the TCHC's disposition of the grievance shall become final. However, failure to request a hearing does not constitute a waiver by the Tenant of the right thereafter to contest the TCHC's action in disposing of the complaint in an appropriate judicial proceeding.

D. HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure as a condition precedent to a hearing under this Section. However, if the Tenant can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

management, and to confront and cross examine all witnesses upon whose testimony or information the TCHC or development management relies; and

- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the Tenant or Commission fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the TCHC and the Tenant shall be notified of the Hearing Officer's decision. This decision shall not waive a Tenant's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The TCHC shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the Tenant is visually impaired, any notice to the Tenant that is required by these procedures must be in an accessible format.

1.6 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the TCHC provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

1.7 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons, within ten (10) business days after the hearing. A copy of the decision shall be sent to the Tenant and the TCHC. The Commission shall retain a copy of the decision in the Tenant's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the TCHC and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the TCHC who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the

Traverse City Housing Commission
150 Pine Street
Traverse City, MI 49684
Phone: (231)922-4915 FAX: (231)922-2893

REQUEST FOR APPEAL / HEARING FORM

Today's Date: October 31, 2016

Applicant /
Tenant Name: Townsend, Priscilla
(LAST, FIRST, MI)

Mailing Address: 150 Pine Street #0704 Traverse City, MI 49684
(STREET, CITY, STATE, ZIP CODE)

Telephone
Number: () Alternate: ()

Name of Person Completing Request
(If other than Applicant / Tenant):

(LAST, FIRST, MI)

Mailing Address: (STREET, CITY, STATE, ZIP CODE)

Telephone
Number: () Alternate: ()

Relationship of person completing request:

☐ Self ☐ Family Member ☐ Friend ☐ Advocate ☐ Other: _____

Description of Request (Please include dates, names, locations and detailed information about any other attempts to resolve the problem. Attach additional pages if needed):

Signature: _____

Date: _____

COMPLETE AND RETURN
WITHIN TEN (10) DAYS TO:

Traverse City Housing Commission
150 Pine Street

Traverse City, MI 49684

For Office Use Only

Date Received: _____

Received by: _____



State Headquarters
2966 Woodward Avenue
Detroit, MI 48201
Phone 313.578.6800
Fax 313.578.6811
E-mail aclu@aclumich.org
www.aclumich.org

Legislative Office
P.O. Box 18022
Lansing, MI 48901-8022
Phone 517.372.8503
Fax 517.372.5121
E-mail lansing@aclumich.org
www.aclumich.org

West Michigan Regional Office
1514 Wealthy St. SE, Suite 242
Grand Rapids, MI 49506
Phone 616.301.0930
Fax 616.301.0640
Email aclu@aclumich.org
www.aclumich.org

November 3, 2016

Tony Lentych
Executive Director
Traverse City Housing Commission
150 Pine Street
Traverse City, MI 48684
tlentych@tcpha.net

VIA EMAIL AND
FIRST CLASS MAIL



Re: Traverse City Housing Commission Threatened Eviction of Residents
For Political Signs

Dear Mr. Lentych:

We were disturbed to learn that the Traverse City Housing Commission threatened to evict senior citizens and residents with disabilities from Riverview Terrace for simply exercising their First Amendment right to express their political opinion in their own apartments. The housing commission's unconstitutional and heartless acts ignited immediate fear amongst the residents of Riverview Terrace and had a chilling effect on their free speech rights. We urge the commission to rescind the unconstitutional rule banning signs in or on resident dwellings, and assure all residents that it will no longer retaliate against them for exercising their free speech rights. This letter also contains a request for documents under the Michigan Freedom of Information Act.

Facts

As we understand it, on October 31, 2016, Alyssa Kroupa from your office issued eviction notices to 15 residents of Riverview Terrace who were senior citizens and/or individuals with disabilities. The sole reason given for demanding that they vacate their apartments was the fact that they had placed paper pumpkin signs with the message "Yes 3" written on them in their apartment windows. Residents displayed the "Yes 3" signs to express their support for Traverse City's Proposal 3 on the upcoming November ballot, which the Traverse City Housing Commission (TCHC) voted to publicly oppose. (See TCHC Resolution No. 2016-15, October 28, 2016.) Apparently, you did not even issue a warning to the residents about the signs before serving them with eviction notices.

We understand that a TCHC rule explicitly bans placing all signs in or about a resident's dwelling without prior written authorization of the TCHC but that there are no published procedures or criteria to obtain the TCHC's approval. As explained below, the rule is unconstitutional on its face and as applied to facts of this case.

The TCHC Ban on Posting Political Signs is Unconstitutional

In *City of Ladue v. Gilleo*, 512 U.S. 43 (1994), a woman challenged a city ordinance banning residential signs expressing political views after a police officer told her that she was prohibited from putting up a “Peace in the Gulf” sign in the window of her home. The United States Supreme Court, in striking down the ordinance on First Amendment grounds, emphasized the important role residential window signs play in this country’s political process:

[The City of] Ladue has almost completely foreclosed a venerable means of communication that is both unique and important. It has totally foreclosed that medium to political, religious, or personal messages. Signs that react to a local happening or express a view on a controversial issue both reflect and animate change in the life of a community. Often placed on lawns or in windows, residential signs play an important part in political campaigns, during which they are displayed to signal the resident's support for particular candidates, parties, or causes. They may not afford the same opportunities for conveying complex ideas as do other media, but residential signs have long been an important and distinct medium of expression.

Id. at 54-54.

Similarly, the Washington Supreme Court, relying on *Ladue*, held that public housing residents have a First Amendment right to post political signs on their front doors. *Resident Action Council v. Seattle Hous. Auth.*, 174 P.3d 84, 88 (Wash. 2008). In striking down as unconstitutional a housing authority regulation banning door signs, the court recognized the value of freedom of expression in an area over which the tenant maintained control:

[The] rule bans too much speech. The signs in this case may reflect reactions to local events or signal support or opposition to political candidates or laws. They do so in a manner that is inexpensive. Of particular importance here, the signs are unique because “[d]isplaying a sign from one's own residence carries a message quite distinct from placing the same sign someplace else” or by other means. The identity of the resident is an “important component” of this means of communication.

Id. at 88-89 (citations omitted).

TCHC’s rule prohibiting window signs, like the ordinance and regulation at issue in *Ladue* and *Resident Action Council*, bans a valuable means for tenants to express their views in their own residence. Riverview Terrace’s residents’ signs “play an important part in political campaign” over Proposal 3 and are a cheap and convenient form of political speech for individuals with modest means or limited mobility. *Ladue*, 512 U.S. at 56-57. Accordingly, the TCHC rule is unconstitutional on its face.

The rule is also unconstitutional as applied to the facts of this case. We are told that many residents, without prior authorization, have put other items up in their windows -- including holiday decorations, flags, signs of a religious nature -- without being threatened with eviction or

other punishment. Applying regulations in a way that discriminates based on the content of the expression is “presumptively unconstitutional.” *See Reed v. Town of Gilbert*, 135 S. Ct. 2218, 2226 (2015). The fact that the TCHC rule was applied in such a heavy-handed manner against those who opposed the housing commission position on Proposal 3, and not to other residents, is also evidence that the commission took action in retaliation for the residents’ views – which is a separate violation of the First Amendment. *See, e.g., Hill v. Lappin*, 630 F.3d 468, 473 (6th Cir. 2010) (“[R]etaliatio[n] for the exercise of constitutional rights is itself a violation of the Constitution.”).

Finally, the residents’ leases describing the rule against signs indicate that residents may put up signs if they first obtain permission from TCHC, but there is no indication as to what criteria are used when deciding whether to grant permission. A regulation is unconstitutionally vague if it is an unrestricted delegation of power that leaves the definition of its terms to the officials who enforce it. *Leonardson v. City of East Lansing*, 896 F.2d 190, 196 (6th Cir. 1990). In order to meet constitutional standards, a permitting scheme must contain “narrow, objective, and definite standards to guide the licensing.” *Shuttlesworth v. City of Birmingham*, 394 U.S. 147, 151 (1969). Because the TCHC rule on signs has no standards and vests unbridled discretion in housing commission employees to decide which messages to allow and which messages to censor, it is an unconstitutional prior restraint on speech. *Id.*

Requested Action

To remedy the violation of your residents’ free speech rights, we urge you to:

1. Refrain from any further action to evict or otherwise discipline residents for placing political signs in the windows of their apartments.
2. Immediately inform the residents of Riverside Terrace that they have a constitutional right to post political signs in their windows.
3. Rescind the your no-signs rule and remove the no-signs provision from your standard lease.
4. Issue an apology to residents of Riverside Terrace whom you threatened with eviction for exercising their constitutional rights to free speech.

Freedom of Information Act Request

Additionally, pursuant to the Michigan Freedom of Information Act (FOIA), M.C.L. § 15.231 *et seq.*, on behalf of the ACLU of Michigan we are requesting copies of all records related to eviction notices served on residents of Riverview Terrace, 150 Pine Street, Traverse City, MI 49684 on or about October 31, 2016. Specifically, please provide:

1. All correspondence – including emails, letters, attachments and enclosures – to and from members of the TCHC or Riverview Terrace management concerning Riverview Terrace residents’ signs in the shape of pumpkins with the message “Yes 3” written on them from October 28, 2016 to present.

2. All TCHC policies, guidelines, or rules regarding the procedure to secure approval from the TCHC of a sign in accordance with Section IX(u) of the Traverse City Housing Commission Residential Lease Agreement, Terms and Conditions.
3. All current TCHC policies, guidelines or rules regarding what criteria the TCHC uses to approve or deny an application for sign approval pursuant to Section IX(u) of the Traverse City Housing Commission Residential Lease Agreement, Terms and Conditions.
4. All applications or requests from Riverview Terrace residents submitted to the TCHC for sign approval pursuant to Section IX(u) of the Traverse City Housing Commission Residential Lease Agreement, Terms and Conditions from January 1, 2016 to present.
5. All documents regarding the TCHC's grant or denial of any application submitted by a Riverview Terrace resident to approve a sign from January 1, 2016 to present.
6. All memoranda, reports, letters or other documents prepared by or for the TCHC outlining the perceived need for a restriction on signs on or in Riverview Terrace dwellings.
7. All minutes of meetings of the TCHC where Proposal 3 of the November 8, 2016 Traverse City ballot was the subject-matter of the meeting or otherwise discussed.
8. All eviction notices given to Riverview Terrace residents by the TCHC from October 28, 2016 to present relating to a resident displaying a pumpkin sign with the message "Yes 3" written on it.
9. All documents given to Riverview Terrace residents from the TCHC warning them about displaying signs on or in their dwelling from October 28, 2016 to present.
10. All documents given to Riverview Terrace residents from the TCHC on November 1, 2016 concerning the residents' compliance with the TCHC's October 31, 2016 30-Day Notices to Quit.

The ACLU requests that you waive or reduce any fee associated with this request as permitted by M.C.L. § 15.234(1). Waiving or reducing the fee is in the public interest because disclosure of the requested public records can be considered as primarily benefiting the general public in its understanding of government activity pertaining to an issue of intense public interest. If this request for waiver of fees is denied and it will cost more than \$50 to process the request please contact the undersigned before proceeding.

Please process and respond to this request pursuant to FOIA requirements, including responding within five business days of receiving this request, by separating exempt from non-exempt material, explaining the basis for any determination that any requested material is exempt from disclosure, and describing any material that is deleted, redacted or withheld. We request that

TCHC, in response to this request, comply with all relevant deadlines and other obligations set forth in FOIA.

To reduce or avoid the costs and labor of printing and/or photocopying records, we request that records be provided in electronic format wherever possible. Emails transmitting less than 10MB of data may be sent to Bonsitu Kitaba (bkitaba@aclumich.org) or arrangements can be made to supply you with a CD, flash drive, or email address capable of handling larger quantities of data.

Finally, if you have any questions about this request, please call Ms. Kitaba at 313-578-6823.

Very truly yours,



Michael J. Steinberg, Legal Director
Daniel Korobkin, Deputy Legal Director
Bonsitu Kitaba, Staff Attorney
American Civil Liberties Union of Michigan
2966 Woodward Avenue
Detroit, MI 48201

cc: VIA EMAIL ONLY

James Schaafsma, Housing Law Specialist
Michigan Poverty Law Program

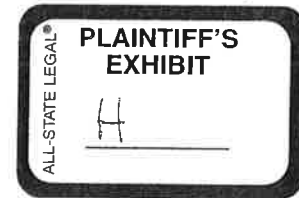
Brenda Jones Quick, Esq.
Traverse City

Traverse City Housing Commissioners
Kay Serratelli (900kay@sbcglobal.net)
Richard Michael (rtaxman@gmail.com)
Andy Smits (a.smits.tchc@gmail.com)
Brian Hass (bhaas@traversecitymi.gov)



January 10, 2017

Mr. Michael J. Steinberg
Legal Director
American Civil Liberties Union of Michigan
2966 Woodward Avenue
Detroit, Michigan 48201



Dear Mr. Steinberg:

We received your letter of November 3, 2016 and after fully complying with your Freedom of Information Request, we have spent some considerable time reviewing the legal content of your letter.

Please note that it appears that the "facts" of the case as detailed in your letter do not include any information from the Traverse City Housing Commission (TCHC) itself. To my knowledge, neither TCHC staff nor any of its Commissioners were contacted at all to discuss this incident. We do not know if this will change your opinion of filing a law suit against our agency but it seems that more information, not less, would have clarified certain aspects of this matter.

You also state several legal precedents that you believe dictate the law that governs this incident. Of course, our main argument would be that the State of Washington case cited in your letter is not legal precedent here in Michigan and really applies only in the State of Washington. You would argue that you could make that happen here in the State of Michigan. I am not sure that this legal debate would be a productive use of anyone's time.

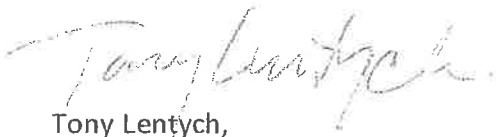
To that end, after consulting with our attorney, our executive committee has decided to spend the next several months reviewing and updating our lease. HUD has issued new smoking rules and anti-bullying/harassment measures that require us to do this anyway so the timing is certainly convenient. During this review, we will examine the specific section that addresses signage on our property. It appears to be time to update and clarify that section so that everyone understands what it means and to be sure that is in full compliance with the law.

I do want to express regret that the "outsider's" perspective on this matter is one that believes that TCHC is wishing to suppress the First Amendment rights of any of our residents. I would argue that during the last year and half, our residents are more engaged in the political process

than ever before. They regularly attend city meetings and voice their opinions. They have addressed state agencies to aggressively seek remedies regarding cuts in various benefit programs. They have invited and met with elected officials on our properties. They have been engaged in the legal process as plaintiffs against the City of Traverse City. And they have had an open dialogue with me in regards to ALL matters of operation of the Traverse City Housing Commission. This was done with the complete encouragement of me, my staff, and the Commission itself and we invite you to come here and discover this for yourself.

Please contact me directly should you want any additional clarification of this letter. We will forward to you our final revisions of our lease when it is ready; I expect this to be by the end of April 2017.

Respectfully,

A handwritten signature in dark ink, appearing to read "Tony Lentych", written in a cursive style.

Tony Lentych,
Executive Director

cc: Ward Kuhn, Attorney-at-Law
All Commissioners of the Traverse City Housing Commission



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF NOVEMBER 14, 2016

DATE: NOVEMBER 10, 2016

FROM: MARTY COLBURN, CITY MANAGER

SUBJECT: APPOINTMENT TO THE TRAVERSE CITY HOUSING
COMMISSION



Attached is a memo from Deputy City Clerk Katie Zeits indicating Mayor Carruthers' appointment to the Housing Commission, which requires City Commission approval.

The following motion would approve the Mayor's recommendation:

that the Mayor's appointment of Priscilla Townsend to a five-year term, effective November 30, 2016 (seat previously held by Jo Simerson) expiring November 30, 2021, on the Traverse City Housing Commission, be approved.



11-22-2014

CITY

Housing commission appointment delayed

*Commissioners fail to act
on mayor's recommendation*

BY JORDAN TRAVIS
jtravis@record-eagle.com

TRAVERSE CITY — City commissioners have again stalled a mayoral appointment, this time for the Traverse City Housing Commission.

Commissioners opted not to act on Mayor Jim Carruthers' recommendation to appoint Riverview Terrace resident Priscilla Townsend to a five-year term on the Traverse City Housing Commission. Carruthers suggested her during commissioners' annual organizational meeting to fill the spot left specifically for a housing commission property resident. Carruthers said Townsend is someone who will question the board and push it to move forward to build new housing.

But Commissioner Richard Lewis said he'd rather wait until Carruthers speaks about the appointment with Brian Haas, a city commissioner and the housing commission board's president. Commissioner Amy Shamroe agreed, and ultimately no one moved to appoint Townsend to the board.

Commissioners have deadlocked on the mayor's appointments previously, and Carruthers said he sees their lack of action as the latest round of an ongoing fight. But Lewis and Haas said they want to hear more from Carruthers on why he's looking to replace an incumbent who wants to keep serving.

Lewis said he believes the mayor should consult on appointments to a board or committee with the city commissioner who serves on it.

"It doesn't mean he has to follow that individual's advice or not, but still, I just think it's good courtesy," he said.

SEE DELAY PAGE 2A3

0 V-1

DELAY

FROM PAGE 1A

Haas echoed Lewis' sentiment, and said he believes Carruthers needs to make his case for recommending replacing the incumbent on a more technical governance board like the housing commission. He's looking forward to meeting with Carruthers to discuss the appointment.

"There was a reason why we put another city commissioner with an interest in housing on that board: So we could collaborate more and communicate on these issues," he said.

Jo Simerson currently holds the position, and was one of three to apply, Carruthers said. Her term

ends on Nov. 30, according to housing commission documents.

Carruthers said he believes Simerson is qualified for the spot, but reiterated his argument that Townsend would be the better pick to move the housing commission forward.

Initially, Carruthers was hesitant to suggest Townsend because of her politics and the fire she seems to be drawing for her outspoken opposition to tall buildings, he said. He changed his mind after reading about the housing commission's recent notice to evict Townsend and 14 other Riverview Terrace residents if they refused to remove pro-Proposal 3 signs from their windows.

"At one point I was thinking, maybe choose the one

that isn't involved, who isn't being targeted right now, but after reading the comments that were made I changed my mind," he said.

Carruthers said he believes there's a push by the housing commission and Haas to keep Simerson, but Lewis said his request had nothing to do with Townsend. Haas said he couldn't recall Carruthers' recommendation due to an illness he was fighting the night of the meeting, and rejected Carruthers' accusation the fight over the appointment is political.

Messages left with Townsend weren't returned Monday, during the meeting she upbraided commissioners for failing to take time to hear from any of the three candidates for the housing commission appointment.

VILLAGE

do what the people v
Several village resi



**TOKIO MARINE
HCC**

**TOKIO MARINE HCC - PUBLIC RISK GROUP
CLAIM ACKNOWLEDGEMENT
1700 Opdyke Court, Auburn Hills, MI 48326
(800) 225-6561 or (248) 371-3100
www.tmhcc.com**

TODAY'S DATE: February 20, 2017

INSURED: TRAVERSE CITY HOUSING CO

CLAIMANT NAME: TOWNSEND, PRISCILLA

CLAIM NUMBER: 182943

BOTTOMLINE CODE: MI1-182943

DATE OF INCIDENT: October 31, 2016 (IF APPLICABLE, CLAIMS MADE DATE IS SHOWN) THIS IS A DESIGNATED DATE, SUBJECT TO CHANGE ONCE INVESTIGATED.

DESCRIPTION: SUIT - TOWNSEND - PLAINTIFF ALLEGES CIVIL RIGHTS VIOLATIONS RELATIVE TO LOW INCOME HOUSING.

Tokio Marine HCC – Public Risk Group administers the insurance claims for The Michigan Township Participating Plan. This will acknowledge receipt of the above-referenced claim. The handling of this claim will be assigned to:

Kelly Cumberworth - Claims Attorney

Direct Dial: 248-371-3088

Email: kcumberworth@tmhcc.com

GENERAL NOTICE

Regarding Insurance Coverage, Scope and Limits: Please be advised that this acknowledgement notice does not constitute a position regarding the existence and scope of insurance coverage. The insurance carrier retains the right to limit or deny coverage in whole or in part in accordance with the insurance policy and applicable law. Any claim of liability may expose an insured to damages above the policy limits. Also, certain types of damages such as punitive damages may not be afforded coverage under your policy. Please familiarize yourself with the terms, provisions and conditions of coverage.

In the event you have any questions regarding this claim acknowledgment, please contact our office at 800-225-6561.