

Adopted: May 17, 2017

**AMENDED AND RESTATED BYLAWS AND RULES OF PROCEDURE  
OF  
DETROIT-WAYNE JOINT BUILDING AUTHORITY (the “Authority”)**

**ARTICLE I**

**Incorporating Units**

The County of Wayne, a body politic and corporate of the State of Michigan (the “County of Wayne”) and the City of Detroit, a municipal corporation of the State of Michigan (the “City of Detroit”), are each defined as an Incorporating Unit, and collectively, as the Incorporating Units.

**ARTICLE II**

**Commission**

**Section 1. The Commission.** The property, business and affairs of the Authority will be managed by its Board of Commissioners (the “Commission”).

**Section 2. Number and Term of Office.** The Commission will consist of three members, one to be elected by each of the Incorporating Units and one to be elected by the joint action of the Incorporating Units. If the Incorporating Units are unable to agree upon a choice for the third member within sixty days of the election of the first member, the third member will be appointed by the governor of the State of Michigan. No member of the Commission will be an elected official or a member of the legislative bodies of the County of Wayne or City of Detroit.

The term of office of any Commissioner will commence upon his or her election or appointment by the respective appointing authority described above and will continue for a period of four years or until his or her death, resignation or removal prior to the expiration of the four-year term or until his or her successor is elected and takes office.

**Section 3. Resignation, Removal and Vacancies.** A Commissioner may resign by written notice to the Commission. The resignation will be effective upon its receipt by the Commission or a subsequent time as set forth in the notice of resignation. A Commissioner may be removed, without cause by the respective appointing Incorporating Unit or Incorporating Units or with cause, as provided in the Articles of Incorporation.

If a vacancy has occurred among the Commissioners as a result of death, resignation, removal, or otherwise, the vacancy may be filled by the body or bodies which originally appointed the vacating Commissioner in the manner described in Section 2 above.

Section 4. General Powers as to Negotiable Paper. The Commission may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Authority.

Section 5. Powers as to Other Documents. All material contracts, conveyances and other instruments may be executed on behalf of the Authority by any officer authorized by the Commission.

Section 6. Compensation. Commissioners may be paid such compensation, and such per diem and mileage for attending meetings, as may be provided by the Commission with the approval of the Incorporating Units. Mileage will be reimbursed at the rate for business miles driven as established by the Internal Revenue Service from time to time.

### ARTICLE III

#### Meetings

Section 1. Annual Meeting. The annual meeting of the Commission will be held at such time, date and location as designated by the Commissioners for the purpose of announcing the elected Commissioners, as applicable, electing officers for the ensuing year, as applicable, presenting to the Commissioners a copy of the Authority's financial report for the preceding fiscal year and for the transaction of other business properly brought before the meeting.

Section 2. Regular Meetings. Regular meetings of the Commission may be held without notice if the time and place of the meeting has been determined by resolution of the Commission. One regular meeting of the Commission will be held each month.

Section 3. Special Meetings. Special meetings of the Commission may be called by the Chairperson and will be called by the Chairperson or Secretary at the direction of not less than two Commissioners or as may otherwise be provided by law. Special meetings will be held at such location as is determined by the Chairperson or Secretary and stated in the notice of meeting. Any request for a meeting by the Commissioners must state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meeting. Except as otherwise provided by these Bylaws and Rules of Procedure or by law, written notice containing the time and place of all meetings of the Commission will be given personally, by mail, or by electronic transmission to each Commissioner not less than ten days before a regular meeting and not less than twenty-four hours before a special meeting. Notice by electronic transmission will be deemed to have been given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. Notice of a regular meeting need not state the purpose or

purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose or purposes of the meeting.

Attendance of a Commissioner at a meeting constitutes a waiver of notice of the meeting, except where the Commissioner attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Notwithstanding the foregoing, the Authority will comply with all provisions for providing public notice of meetings in accordance with the requirements of the Michigan Open Meetings Act.

Section 5. Quorum and Voting. A majority of all Commissioners will constitute a quorum at any meeting. The vote of a majority of the Commissioners present at a meeting at which a quorum is present will constitute the action of the Commission, unless the vote of a larger number is required by law or by other sections of these Bylaws and Rules of Procedure or the Articles of Incorporation.

Section 6. Conduct at Meetings. Meetings of the Commission will be presided over by the Chairperson, or in his or her absence, by such person chosen by the Commission to act as acting chairperson. The Secretary or an Assistant Secretary of the Authority or, in their absence, a person chosen at the meeting will record the minutes as secretary of the meeting.

Section 7. Participation by Remote Communication. A Commissioner may participate in a meeting of Commissioners by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other, provided that at least one Commissioner is present in person at a physical location where the meeting is held and the requirements of the Open Meetings Act are met. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

## ARTICLE IV

### Officers

Section 1. Election or Appointment. The Commission will elect a Chairperson, Secretary and Treasurer from among its members; may elect a Vice Chairperson from among its members and may elect an Assistant Secretary and/or an Assistant Treasurer. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Commissioners may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Authority. No person will be deemed a voting member of the Commission by virtue of his or her position as an officer of the Authority.

Section 2. Term of Office. The term of office of all officers will commence upon their election or appointment and will continue for a period of two years and until their respective successors are chosen or until their resignation or removal. Any officer may be removed from office at any meeting of the Commissioners, with or without cause, by the

affirmative vote of a majority of the Commissioners then in office, whenever in their judgment the best interest of the Authority will be served.

An officer may resign by written notice to the Authority. The resignation will be effective upon its receipt by the Authority or at a subsequent time specified in the notice of the resignation.

Section 3. Chairperson. The Chairperson will preside over all board meetings and will perform such other duties prescribed by the Commission.

Section 4. The Secretary. The Secretary will attend meetings of the Commission and record or cause to be recorded the minutes of all proceedings in a book to be kept for that purpose. The Secretary will give or cause to be given notice of all meetings of the Commission for which notice may be required and will perform any other duties prescribed by the Commissioners.

Section 5. The Treasurer. The Treasurer will oversee the financial activities of the Authority. The Treasurer will perform all duties incident to the office of Treasurer and other administrative duties as may be prescribed by the Commission. All books, papers, vouchers, money and other property of whatever kind belonging to the Authority which are in the Treasurer's possession or under his or her control will be returned to the Authority at the time of his or her death, resignation or removal from office.

Section 6. Assistant Secretaries and Assistant Treasurers. If elected, the Assistant Secretary and the Assistant Treasurer, respectively in the absence of the Secretary or Treasurer, as the case may be, will perform the duties and exercise the powers of the Secretary or Treasurer and will perform any other duties prescribed by the Commission.

## ARTICLE V

### Executive Director

The Commission may hire as an employee or independent contractor, an Executive Director. The terms of the relationship between the Authority and the Executive Director will be governed by a separate agreement. The Executive Director will be responsible for overseeing the planning, direction, coordination and management of the administration and operational functions of the Coleman A. Young Municipal Center, and such other activities as may be provided for in the agreement between the Authority and Executive Director. In addition, the Executive Director will be responsible for preparing an annual operating plan, directing staff oversight and scheduling, coordinating the financial functions and monthly annual reporting of the Authority, administering policies and procedures adopted by the Authority, scheduling, preparing meeting materials for, and attending Commission meetings, and representing the Authority in dealings with representatives of the Incorporating Units.

## ARTICLE VI

### Taskforces

Section 1. **Budget Taskforce.** The Commission may establish a Budget Taskforce, consisting of three Commissioners and a budget representative from each of the Incorporating Units. The Budget Taskforce will be responsible for establishing the budget process for creating an annual spending plan. It will also assist with information sharing relating to cost containment efforts and the preparation of the annual budget, including operating and capital budgets.

Section 2. **Emergency Planning Taskforce.** The Commission may establish an Emergency Planning Taskforce, consisting of the Chairperson and any number of representatives from organizations or city or county departments that may be interested in sharing information regarding safety and security issues at the Coleman A. Young Municipal Center. Such representatives may, but need not, include representatives from the Detroit Police Department, Detroit Fire Department, Wayne County Sheriff's Office, City of Detroit Homeland Security Department and County of Wayne Homeland Security Department.

Section 3. **Other Taskforces.** The Commission may designate other taskforces as deemed appropriate and which consist of at least one Commissioner who will serve as Chairperson of the taskforce. The taskforces will have the authority as delegated to them by the Commission, provided, however, that any inherent commission authority or responsibility may not be delegated.

Section 4. **Procedure.** All taskforces, and each member thereof, will serve at the pleasure of the Commission. The Commission will have the power at any time to increase or decrease the number of members of any taskforce, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence of any taskforce. Regular or special meetings of any taskforce may be held in the same manner provided in these Bylaws and Rules of Procedure for regular or special meetings of the Commission, and a majority of any taskforce will constitute a quorum at the meeting.

## ARTICLE VII

### Indemnification

Section 1. **Indemnification.** The Authority will, to the fullest extent now or hereafter permitted by law, indemnify any Commissioner, Executive Director or officer of the Authority (and, to the extent provided in a resolution of the Commission or by contract, may indemnify any volunteer, employee or agent of the Authority) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Commissioner, officer, volunteer, employee, Executive Director or agent of the Authority, or is or was serving at the request of the Authority as a Commissioner, director, trustee, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses including attorneys' fees (which expenses may be paid by the Authority in advance of a

final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Authority, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Rights to Continue. To the fullest extent now or hereafter permitted by law, this indemnification will continue as to a person who has ceased to be a Commissioner, Executive Director or officer of the Authority. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Authority to the extent provided in a resolution of the Commission or in any contract between the Authority and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Commissioner, officer, volunteer, employee or agent of the Authority will inure to the benefit of the heirs and personal representatives of that person.

## ARTICLE VIII

### Conflicts of Interest

Conflicts of interest may be of varying forms or degrees and may be real or apparent. To address actual and potential conflicts of interest, the following procedures will be followed:

Section 1. Pecuniary Interest and Familial Relationships. A member of the Commission or any executive staff member of the Authority shall not directly or indirectly solicit or be a party to any contract between the Authority and (a) himself or herself; (b) any firm, including co-partnership or other unincorporated association of which he or she, or a family member, is a partner, member or employee; (c) any private corporation of which he or she, or a family member, is a stockholder owning more than 1% of the total outstanding stock of any class of stock if the stock is not listed on a stock exchange; (d) any public corporation of which he or she, or a family member, is a director, officer, or employee, or of which he or she, or a family member, has stock with a present total market share in excess of \$25,000 if the stock is listed on a stock exchange; or (e) any trust of which he or she, or a family member, is a beneficiary or trustee, unless the Commissioner or executive staff member, before the contract or transaction is considered by the Commission, promptly discloses the pecuniary interest or familial relationship he or she may have in the contract or transaction in accordance with Section 2, below, and he or she thereafter abstains from participating in any discussion of the matter and from voting on the contract or transaction, as set forth in Section 4, below. For purposes of this section a family member means a spouse, child, brother, sister, parent, or spouse of any of the aforementioned.

Section 2. Disclosure. A Commissioner or executive staff member must promptly disclose his or her pecuniary interests and familial relationships described above in any prospective contract or transaction with the Authority to the Commission in the following enumerated ways, and such disclosure shall be made a matter of record in the Commission minutes:

(a) If the Commissioner or executive staff member will directly benefit from the contract or transaction in an amount less than \$250 and less than 5% of the public cost of same, or if the contract is for emergency repairs or services, then the Commissioner or executive staff member shall file a sworn affidavit to that effect with the Commission either prior to or at the public meeting at which the Commission shall consider the contract or transaction.

(b) If the amount of the direct benefit to the Commissioner or executive member is in excess of the lesser of \$250 or 5% of the public cost of the contract over the term of the Agreement, then the necessary disclosure shall be made as in this sub-paragraph or as in sub-paragraph (c), below. The Commissioner or executive staff member shall promptly disclose his or her pecuniary interest in the contract or transaction to the Commission Chairperson or other presiding officer at least seven (7) days prior to the public meeting at which a vote shall be taken on the contract or transaction. This disclosure shall be included in the public meeting notice of said meeting. In the event that the Commission Chairperson or presiding officer is the party of interest in the contract or transaction, the written disclosure shall be made as above, but to the Secretary of the Commission.

(c) If the amount of the direct benefit to the Commissioner or executive staff member is greater than \$5,000, the Commissioner or executive staff member shall make this disclosure at a public meeting of the Commission held at least seven (7) days before a public meeting at which a vote shall be taken on the contract or transaction.

(d) If the Commissioner or executive staff member discloses a familial relationship and will not benefit directly from the contract or transaction, then the Commissioner or executive staff member shall file a sworn affidavit to that effect with the Commission either prior to or at the public meeting at which the Commission shall consider the contract or transaction.

Section 3. Minutes. The minutes shall include all of the following with respect to a Commissioner's or executive staff member's disclosure under Paragraph 2:

- (a) The name of each party involved in the contract;
- (b) The terms of the contract, including duration, financial consideration between parties, facilities or services of the Authority included in the contract, and the nature and degree of assignment of employees of the Authority for fulfillment of the contract;
- (c) The nature of any pecuniary interest; and
- (d) The comparability data that was considered and used as a basis for determining whether the contract, transaction or matter is fair and reasonable to the Authority.

Section 4. Approval. A conflict of interest may be waived if upon review of comparability data, the contract, transaction or other matter in which there is a disclosed pecuniary interest or family relationship on the part of a Commissioner or executive staff member is determined to be fair and reasonable to the Authority and the contract, transaction or

matter is approved by a 2/3 vote of the Commissioners elected to and serving on the Commission without the vote of any Commissioner making the disclosure. If 2/3 of the members of the Commission are not eligible to vote on a contract, transaction or matter or to constitute a quorum, the Commissioner making the disclosure may be counted for purposes of a quorum and may vote on the contract only if he/she will not directly benefit from the contract in an amount equal to or greater than \$250 and equal to or greater than 5% of the public cost of the contract and the Commissioner making the disclosure files a sworn affidavit to that effect with the Commission. The Affidavit shall be made a part of the public record of the official proceedings.

Section 5. Services. Notwithstanding anything to the contrary set forth herein, it shall be a conflict of interest for a Commissioner or executive staff member of the Authority, including the Executive Director, to be (a) a partner, member, or employee of any firm, organization, partnership or corporation; (b) a stockholder owning more than 1% of the total outstanding stock of any class of stock of a private corporation if the stock is not listed on a stock exchange; (c) a director, officer, or employee of a public corporation, or a stockholder of stock with a present total market share in excess of \$25,000 if the stock is listed on a stock exchange; or (d) a beneficiary or trustee of any trust, if the firm, organization, partnership, trust or corporation provides services to the Authority. In the event that a firm is providing services to the Authority prior to one of its employees or associates becoming a Commissioner or executive staff member, it may complete all work in progress for the Commission, but may not be engaged for any additional work until the Commissioner or executive staff member is no longer employed or associated with the firm or organization.

Section 6. Gratuities and Meals. Except for a gratuity of nominal value, a Commissioner shall not solicit or accept a gratuity which is intended or may reasonably appear to be intended to influence the manner in which the Commissioner performs his or her duties. A gratuity means a payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is provided in exchange. Nominal value means not more than \$50 per person per transaction, or \$100 total per year from any one business or person. Notwithstanding the foregoing, meals or beverages provided to Commissioners during a meeting related to the Authority's official business will not be deemed a violation of this Section 6.

## ARTICLE IX

### Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Authority will end on the last day of June.

Section 2. Amendments. These Bylaws and Rules of Procedure may be amended or repealed by the affirmative vote of a majority of the Commissioners of the Authority then in office.

Section 3. Loans and Guarantees. The Authority will not provide loans to or guarantee obligations of an officer or Commissioner of the Authority, unless expressly permitted under State law.

Section 4. Audit. The Commission will cause an annual audit to be conducted, the results of which will be presented to the legislative bodies of the Incorporating Units.

Adopted by Resolution: May 19, 2010

Amended by Resolution: August 21, 2013

Amended by Resolution: May 17, 2017



**DETROIT-WAYNE JOINT BUILDING AUTHORITY**  
(Referred to herein as DWJBA)

**RESOLUTION**

**Date: May 17, 2017**

**Subject: Regarding the adoption of Amended and Restated Bylaws for the Detroit-Wayne Joint Building Authority**

**WHEREAS,** the Detroit-Wayne Joint Building Authority (DWJBA) is a joint building authority formed by the City of Detroit and the County of Wayne pursuant to Public Act 31 of the Michigan Public Acts of 1948, hereinafter called the DWJBA, and

**WHEREAS,** the DWJBA Board of Commissioners has elected to amend and restate its Bylaws pursuant to Article IX, Section 2 which states that By Laws may be amended or repealed by the affirmative vote of a majority of the Commissioners of the Authority then in office, and

**WHEREAS,** the DWJBA Board of Commissioners hereby desire to amend Article II, Section 2, paragraph 2, to read as follows: *The term of office of any Commissioner will commence upon his or her election or appointment by the respective appointing authority described above and will continue for a period of four years or until his or her death, resignation or removal prior to the expiration of the four-year term or until his or her successor is elected and takes office,* and

**WHEREAS,** the DWJBA Board of Commissioners hereby desire to amend Article III, Section 1, to state as applicable, and

**NOW THEREFORE, BE IT RESOLVED THAT** the Detroit-Wayne Joint Building Authority's Board of Commissioners therefore adopts the Amended and Restated Bylaws to reflect the amendment stated above.


**APPROVED:** May 17, 2017

**Detroit-Wayne Joint Building Authority**



**By: Sharon Madison, Chairperson**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Detroit-Wayne Joint Building Authority, Detroit, State of Michigan, at a regular meeting held on May 17, 2017, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that minutes of said meeting were kept and will be or have been made available as required by said Act.



Secretary: Lugene Nelson