# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, April 24, 2018 7:00 PM



ALL	IO OKDEK at _	Р.М.
A.	ROLL CALL:	Kurt Heise, Mark Clinton, Chuck Curmi, Bob Doroshewitz, Jerry Vorva, Jack Dempsey, Gary Heitman
B.	PLEDGE OF A	ALLEGIANCE
C.	APPROVAL O	OF AGENDA April 24, 2018
D.	APPROVAL O	F CONSENT AGENDA

### D.2 Acceptance of Communications, Resolutions, Reports:

Building Department Monthly Report – March, 2018 Fire Department Monthly Report – March, 2018 Police Department Monthly Report – March, 2018 FOIA Report – Clerk's Office - March, 2018 FOIA Report – Police Department – March, 2018

Regular Meeting - Tuesday, April 10, 2018

#### D.3 Approval of Township Bills:

**Approval of Minutes:** 

D.1

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$384,863.13	\$74,923.32	\$459,786.45
Solid Waste Fund	226	4,141.50	102,721.95	102,854.45
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	.00	.00
Drug Forfeiture State	266	.00	.00	.00
Drug Forfeiture IRS	267	.00	.00	.00

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, April 24, 2018 7:00 PM



Golf Course	510	387.01	2,235.29	2,622.30
Fund				2 004 45
Senior	588	3,984.15	.00	3,984.15
Transportation				
Water/Sewer	592	634,899.58	23,441.40	658,340.98
Fund				
Trust and	701	.00	2,500.00	2,500.00
Agency				
Police Bond	702	8,686.00	.00	8,686.00
Fund				
Tax Pool	703	.00.	.00	.00
Special	805	(7.41)	(7.41)	
Assessment				
Capital				
TOTALS:		\$1,039,435.96	\$203,312.96	\$1,242,766.92

#### **E. PUBLIC COMMENTS AND QUESTIONS**

#### F. NEW BUSINESS

- 1. Presentation by DTE Energy on Recent Ice Storm
- 2. Professional Services Request for Stormwater Permit Application Completion **Resolution #2018-04-24-23** Patrick Fellrath, Director of Public Services
- 3. Approval of Trash, Recycle, Yard Waste Contract, Selection of Advanced Disposal previously approved under Resolution #2018-03-27-09 Kurt Heise, Supervisor
- 4. CLASS Investment Authorization, **Resolution #2018-04-24-22** Mark Clinton, Treasurer
- 5. Appointment of Jack Dempsey to the Charter Township of Plymouth Election Commission **Resolution #2018-04-24-18** Jerry Vorva, Clerk
- 6. Appointment of Gary Heitman to the Charter Township of Plymouth Election Commission **Resolution #2018-04-24-19** Jerry Vorva, Clerk
- 7. Review of PARA Authority Agreement Board of Trustees

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, April 24, 2018 7:00 PM



- 8. Update on Hilltop Golf Course Committee Robert Doroshewitz, Trustee
- G. SUPERVISOR AND TRUSTEE COMMENTS
- H. PUBLIC COMMENTS AND QUESTIONS
- I. ADJOURNMENT

<u>PLEASE TAKE NOTE:</u> The Charter Township of Plymouth will provide necessary reasonable auxillary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

The Public Is Invited and Encouraged To Attend All Meetings of the Board of Trustees of the Charter Township of Plymouth.

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM C APPROVAL OF AGENDA APRIL 24, 2018

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM D.1 APPROVAL OF CONSENT AGENDA APPROVAL OF MINUTES APRIL 10, 2018

#### **PROPOSED MINUTES**

Supervisor Heise called the meeting to order at 7:00 p.m.

**MEMBERS PRESENT:** Kurt Heise, Supervisor

Mark Clinton, Treasurer Charles Curmi, Trustee Jack Dempsey, Trustee Robert Doroshewitz, Trustee

Gary Heitman, Trustee Jerry Vorva, Clerk

MEMBERS ABSENT: None

**OTHERS PRESENT:** Mark Lewis, Chief Building Official

Dan Phillips, Fire Chief

Jon Brothers, Police Lieutenant
Dan Kudra, Police Lieutenant
Kevin Bennett, Township Attorney

Laura Haw, Planning Consultant, McKenna David Richmond, Spalding DeDecker Associates

Sandra Groth, Deputy Clerk

Sue Brams, Executive Assistant to the Supervisor

Alice Geletzke, Recording Secretary

52 Members of the Public

B. PLEDGE OF ALLEGIANCE - Bob Antal, Retired Police Lieutenant

## C. SWEARING IN OF NEW POLICE OFFICERS AND PROMOTION OF TWO EXISTING OFFICERS.

Clerk Vorva administered the oaths of office to recently hired police officers Joshua McLean, Matthew Brothers, and Brian Burnett; and to Daniel Kudra, promoted to Lieutenant, and Brian Rupard, promoted to Sergent.

# PROCLAMATION FOR RECOGNITION OF NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Supervisor Heise presented the proclamation for recognition of National Public Safety Telecommunicators Week to Cassandra Bulmer, Dispatcher, to share with her colleagues.

#### **PROPOSED MINUTES**

#### D. APPROVAL OF AGENDA

Tuesday, April 10, 2018

Supervisor Heise asked that Items G.10 and G.11 be removed from the agenda and that Item G.13 be moved to the top of the agenda under New Business.

Moved by Clerk Vorva and seconded by Trustee Heitman to approve the agenda for the Board of Trustees regular meeting of April 10, 2018 as amended. Ayes all.

#### E. APPROVAL OF CONSENT AGENDA

#### **E.1** Approval of Minutes:

Regular Meeting - Tuesday, March 27, 2018

# E.2 Acceptance of Communications, Resolutions, Reports: n/a

#### **E.3 Approval of Township Bills:**

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$397,828.16	\$59,516.30	\$457,344.46
Solid Waste Fund	226	2,322.16	14.73	2,336.89
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	.00	.00.
Drug Forfeiture State	266	.00	.00	.00
Drug Forfeiture IRS	267	.00	.00	.00
Golf Course Fund	510	146.64	.00	146.64
Senior Transportation	588	4,098.47	.00	4,098.47
Water/Sewer Fund	592	38,306.34	55,944.46	94.250.80

#### **PROPOSED MINUTES**

Trust	and	701	.00	.00	.00
Agency					
Police B	ond	702	2,899.00	.00	2,899.00
Fund					·
Tax Pool		703	.00	.00	.00
Special		805	.00	.00	.00
Assessment	t				
Capital					
TOTALS:			\$445,600.77	\$115,475.49	\$561,076.26

Moved by Trustee Heitman and seconded by Trustee Dempsey to approve the consent agenda for the Board of Trustees regular meeting of April 10, 2018. Ayes all.

#### F. PUBLIC COMMENTS AND QUESTIONS

Kenneth McCormick had questions about the 1% administration fee in relationship to the costs it can cover and whether the money will be properly spent on assessing and treasury functions.

#### G. NEW BUSINESS

Copies of the Resolutions listed below are available in the Clerk's office for public perusal.

13. Local Governing Body Resolution for Plymouth-Canton Choir Boosters Inc., **Resolution #2018-04-10-20** – Clerk Vorva

Clerk Vorva introduced a representative of the Plymouth-Canton Choir Boosters who explained their fund-raising activities, which include a gift basket raffle, to help needy families.

Clerk Vorva moved **Resolution #2018-04-10-20,** the local governing body resolution for charitable gaming licenses for the Plymouth-Canton Choir Boosters. Seconded by Trustee Curmi. Ayes all on a roll call vote.

1. Planned Unit Development (PUD) Ordinance Text Amendment Approval, **Resolution #2018-04-10-12** - Planning Coordinator Laura Haw

#### **PROPOSED MINUTES**

Moved by Trustee Heitman and seconded by Clerk Vorva to approve the text of Zoning Ordinance No. 99, in accordance with the proposed Text Amendment 014 for Article 23: Planned Unit Development (PUD). First Reading, **Resolution #2018-04-10-12**. Ayes all on a roll call vote.

2. Consideration of Offer for Five Mile Road Property - Supervisor Heise and Steve Gordon.

Board members discussed "buildable" acres, the commitment for water and sewer, lack of other offers and not including the enhancement costs in amount to be paid per buildable acre.

Two residents had questions about the sale of the property and spoke of the need for transparency in doing so.

Moved by Clerk Vorva and seconded by Treasurer Clinton that the Board of Trustees authorize the Township Attorney and Supervisor to negotiate the terms and conditions of a purchase agreement with Hillside Real Estate Investments, LLC, for the purchase of the Five Mile Property, and to submit same to the Board for final consideration. This does not constitute an acceptance of the offer; the Township reserves the right to act in the best interests of the Township at all times and to accept or reject the final submitted purchase agreement. Ayes all on a roll call vote.

3. Lawn Maintenance Services and Turf Fertilization Bid Consideration - Building Director Mark Lewis

Mark Lewis presented the three bids received yesterday.

Moved by Trustee Curmi and seconded by Trustee Heitman to approve **Resolution** #2018-04-10-21 authorizing the Township Supervisor to enter into a three-year contract, after review and approval by the Township Attorney, with Serene Landscape Group in the amount of \$13,981.00 per year, a total of \$41,943.00 for the years 2018, 2019, and 2020, for the lawn maintenance and turf fertilization services as specified. Ayes all on a roll call vote.

4. Letter of Understanding with Dispatcher Union – Lieutenant Brothers and Supervisor Heise

Moved by Trustee Heitman and seconded by Clerk Vorva that the Board of Trustees authorize the Supervisor and Clerk to sign the attached Letter of Understanding

#### PROPOSED MINUTES

between the Charter Township of Plymouth and the Police Officers Association of Michigan, representing the Township's Dispatchers/PSA's, regarding assignment of overtime. Ayes all on a roll call vote.

5. Purchase of Nine (9) Whelen CenCom Sapphire Control Heads for Police Department - **Resolution #2018-04-10-13 -** Lieutenant Daniel Kudra

Moved by Trustee Heitman and seconded by Trustee Dempsey to approve **Resolution** #2018-04-10-13 authorizing the Plymouth Township Police Department to purchase nine Whelen CenCom Sapphire control heads for an amount up to \$5,917.95 out of IRS Forfeiture Funds. Ayes all on a roll call vote.

6. Purchase of .45 Caliber Glock Handguns, Tactical Lights and Glock Magazines for the Police Department, **Resolution #2018-04-10-14** - Lieutenant Daniel Kudra

Moved by Treasurer Clinton and seconded by Trustee Curmi to approve **Resolution** #2018-04-10-14 authorizing the Plymouth Township Police Department to purchase four Glock 21 pistols, four SureFire tactical lights and 75 Glock 21 magazines for a total amount of up to \$4,735.00 out of Federal Forfeiture Funds. Ayes all on a roll call vote.

7. Purchase of Three (3) Stalker Radar Units for the Police Department, **Resolution #2018-04-10-15** – Lieutenant Daniel Kudra

Moved by Trustee Dempsey and seconded by Trustee Curmi to approve **Resolution** #2018-04-10-15 authorizing the Plymouth Township Police Department to purchase three Stalker Radar units for an amount up to \$7,995.00 out of IRS Forfeiture Funds. Ayes all on a roll call vote.

8. Purchase of .45 Caliber Ammunition for the Police Department, **Resolution** #2018-04-10-16 — Lieutenant Daniel Kudra

Moved by Clerk Vorva and seconded by Trustee Heitman to approve **Resolution** #2018-04-10-16 authorizing the Plymouth Township Police Department to purchase 20,000 rounds of .45 caliber ammunition for a total amount of up to \$5,550.00 out of Federal Forfeiture Funds. Ayes all on a roll call vote.

9. Purchase of Ten (10) L3 In-Car Video Systems for the Police Department, **Resolution #2018-04-10-17** – Lieutenant Daniel Kudra

#### **PROPOSED MINUTES**

Moved by Trustee Curmi and seconded by Clerk Vorva to approve **Resolution** #2018-04-10-17 authorizing the Plymouth Township Police Department to purchase ten L3 In-car Video Systems for an amount up to \$48,565.00 out of Federal Drug Forfeiture Funds. Ayes all on a roll call vote.

- 10. Appointment of Trustee Jack Dempsey to the Election Commission for a term expiring on November 20, 2020, **Resolution #2018-04-10-18** Clerk Vorva
- 11. Appointment of Trustee Gary Heitman to the Election Commission for a term expiring on November 20, 2020, **Resolution #2018-04-10-19** Clerk Vorva

Items 10 and 11 were removed from the agenda.

The Board recessed briefly at 8:15 p.m. and returned to session at 8:20 p.m.

12. Draft PARC/PARA Concession Agreement Term Sheet – Discussion Only – Supervisor Heise and Board Members

Board members discussed at length the proposed Concession Agreement Term Sheet, with Don Soenen answering questions from the Board.

Mary Weidel expressed her concerns about the PARC project.

#### H. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise thanked all for the condolences on the loss of his mother.

Trustee Heitman complimented the Police Lieutenants on the job they did in preparing the information for their purchases.

Trustee Dempsey noted that he was not at the last meeting to vote, but is in favor of the recommendation to resolve the Fire Department pension issues with the City. He is also disappointed with more DTE power outages in the Township.

Trustee Curmi had questions about the lawn mowing for the Township, hiring park temporary workers, and receiving an update on the manhole project.

PUBLIC COMMENTS AND QUESTIONS – There were none.

#### **PROPOSED MINUTES**

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Moved by 9:15 p.m.			and	seconded	by	Clerk	Vorva	to	adjourn	the	meeting	at
Jerry Vorva	a, Towns	hip Clerk	-	_								

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM D.2 APPROVAL OF REPORTS BUILDING DEPARTMENT MARCH, 2018

#### CHARTER TOWNSHIP OF PLYMOUTH

#### DEPARTMENT OF BUILDING & CODE ENFORCEMENT



MONTHLY REPORT

March 2018

### **New Commerical Building for 2018**

Company	Name	Property Address	Type of Work	Construction Value	Status	Month

Total Construction Value

#### **New Commercial Additions/Alterations for 2018**

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Divion	12250 Hannach DD	Toward Suist	4 500 000		
Rivian	13250 Haggerty RD	Tenant finish	1,500,000	Issued	January
Beets Analytists	45211 Helm	Tenant finish	157,959	Issued	January
Sanctum Sanctorm	15071 Northville RD	Tenant finish	1,500	Issued	January
Distributor Operations	40985 Concept	Interior Remodel	29,240	Issued	January
Shiloh Industries	47632 Halyard	Interior Remodel	22,872	Issued	February
Broasted Brothers	15171 Sheldon	Tenant finish	65,000	Issued	February
Trumpf	47711 Clipper	Remodel	314,000	Issued	February
Mile City Church	41100 Plymouth, B2 #103	Tenant finish	25,000	Issued	February
Northridge	49555 N Territorial	Interior Remodel	80,000	Issued	March
Troy Design	14425 Sheldon	Concrete base	30,000	Issued	March
Verita Telecommunications	47071 Five Mile	Tenant finish	290,000	Issued	March
Auto Park LLC	45749 Helm	Repave parking lot	25,000	Issued	March
Essco Development	1498 Sheldon	Interior demo	2,500	Issued	March
Remedi SeniorCare	14700 Helm	Tenant finish	1,100,000	Issued	March
Total Construction Value			3,643,071		
Grand Total Construction Value			3,643,071		

#### Building Department 2018

Classification	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec _	2018 Totals
Total Building Permits	59	70	90										219
Trade Permits													87
Electrical	24	24	39										90
Mechanical	9	40	41										59
Plumbing	17	20	22										6
Sewer & Water	0	2	4					0	0	0	0	0	461
Total Trade Permits	109	156	196	0	0	0	0	U	U	U	v	Ū	40.
<u>Miscellaneous</u>													2
Special Inspections	0	0	2										5
Temp Certificate of Occupancy	0	3	2										18
Re-Occupancy	12	4	2										31
Plan Review	11	8	12										4
ZBA	2	1	1										6
Re-inspection fees	1	4	1										2
Vacant Land Resigtration	2	0_	0_				0	0	0	0	0	0	68
Total Miscellaneous	28	20	20	0	0	0	U	U	· ·	Ů	•	Ū	
Application Fee's													165
Building (starting in December)	30	59	76										84
Electrical	24	24	36										132
Mechanical	51	38	43										61
Plumbing	16	19	26										
License & Registration	7	0	15										30
Builders	7 6	8 12	13										31
Electrical	7	4	10										21
Mechanical	2	1	4										7
Plumbing				<u></u>	<del>.</del>	<del></del>							500
Total Misc/License/Application	171	185	243	0	0	0	0	0	0	0	0	0	599
Grand Total	280	341	439	0	0	0	0	0	0	0	0	0	1060
Staffing Levels Chief Building Official	1	1	1										
Full Time Building Inspector	1	1	1										
Full Time Ordinance Officer	i	i	1										
Full Time Office Manager	1	1	1										

### **Residential Housing 2018**

		Single Fa	mily Detached		Single Family Attached (Townhouses/ Row Houses)
			Total	Total	Total Total
	Total #	Total #	Value	Square	Total # Total # Value Square
	<b>Buildings</b>	<u>Dwelling</u>	Construction	<u>Feet</u>	Buildings Dwelling Construction Feet
January	1	1	311,076	2,566	0
February	2	2	574,985	5,266	0
March	2	2	686,407	3,335	0
April	0				0
May	0				0
June	0				0
July	0				0
August	0				0
September	0				0
October	0				0
November	0				0
December	0				0
Totals	5	5	\$1,572,468	11,167	0 0 \$

	Tw	o-Family I	Buildings (Dup	lex)	Three-or-more Family Building (Apartments/Stacked Condos)					
			Total	 Total			Total	Total		
	Total #	Total #	Value	Square	Total #	Total #	Value	Square		
	Buildings	Dwelling	Construction	<u>Feet</u>	<u>Buildings</u>	<u>Dwelling</u>	<b>Construction</b>	<u>Feet</u>		
January	0				0					
February	0				0					
March	0				0					
April	0				0					
May	0				0					
June	0				0					
July	0				0					
August	0				0					
September	0				0					
October	0				0					
November	0				0					
December	0				 0					
Totals	0	0	\$ -	-	0	0	\$ -	-		

	Total #	Total #	Value	Square
	<b>Buildings</b>	<b>Dwelling</b>	Construction	<u>Feet</u>
Totals all categories	5	5	\$ 1,572,468	11,167

#### Revenue Breakdown Report

Page: 1 of 29

04/02/2018

Filter: All Records, Transaction.DateToPostOn in <Previous month> [03/01/18 - 03/31/18]

Unit Totals		
Unit Name	Records	Revenue
	226	207,780.64
TOTAL	226	207,780.64

Record Type Totals		
Unit:	Records	Revenue
Name	12	46,964.61
Permit	196	94,664.60
PZE Process	18	66,151.43
UNIT TOTAL:	226	207,780.64

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	12	46,964.61
TOTAL:	12	46,964.61

Record Type: Permit	Records	Revenue
Building	90	62,173.00
Electrical	39	10,597.00
Mechanical	41	7,844.00
Plumbing	22	2,904.00
Sewer & Water	4	11,146.60
TOTAL:	196	94,664.60

Record Type: PZE Process	Records	Revenue
	18	66,151.43
TOTAL:	18	66,151.43

### Certificate of Occupancy List

CofO Number	Status	Issued To	Address	CofO and Permit Dates	
OF18-0018	ISSUED (FINAL)	Beets Analytists	45211 HELM	CO Date Apply: 03/02/2018	CO Date Finaled: 03/02/2018
Permit Number	Applicant Name		Contractor		
PB18-0013	RH Construction LLC		RH Construction LLC	Permit Date Apply: 01/10/2018	Permit Date Issued:)1/25/2018
OF18-0020	ISSUED (FINAL)	Plymouth 848 LLC	41100 PLYMOUTH RD Bld	CO Date Apply: 03/05/2018	CO Date Finaled: 03/05/2018
Permit Number	Applicant Name		Contractor		
PB18-0067	Plymouth 848 LLC			Permit Date Apply: 02/02/2018	Permit Date Issued:)2/27/2018
OF18-0021	ISSUED (FINAL)	Plymouth 848 LLC	41100 PLYMOUTH RD B1	CO Date Apply: 03/12/2018	CO Date Finaled: 03/12/2018
Permit Number	Applicant Name		Contractor		
PB18-0106	Plymouth 848 LLC			Permit Date Apply: 02/21/2018	Permit Date Issued:)3/12/2018
OF18-0022	ISSUED (FINAL)	Plymouth 848 LLC	41100 PLYMOUTH RD B1	CO Date Apply: 03/12/2018	CO Date Finaled: 03/12/2018
Permit Number	Applicant Name		Contractor		
PB18-0098	Plymouth 848 LLC			Permit Date Apply: 02/21/2018	Permit Date Issued:)3/12/2018
		· · · · · · · · · · · · · · · · · · ·	-		

All Records
Co.DateFinaled Between 3/1/2018 12:00:00 AM AND 3/30/2018 11:59:59 PM AND
Co.Status = ISSUED (FINAL)

Number of CofO's: 4

#### Temporary Certificates of Occupancy

Date	Address	Occupant	Category	Permit
March 9, 2018	51300 N Territorial	Homeowner	Residentail	PB17-0634
March 29, 2018	42150 Schoolcraft	Lake Pointe Bible Church	Commercial	PB17-0127

# Certificates of Occupancy and Re-Occupancy Plymouth Township March 2018\* WTUA

Address	Business Name	Business	Type <b>of work</b>	Given Out	
				Yes	No
42150 Schoolcraft	Lake Pointe Bible Church	Church Assembly	Addition		Χ
45211 Helm	Beets Analytists	Interior remodel	Interior remodel		X
41100 Plymouth RD #132	Label Legends	e-commerce	Re-occupancy	Х	
41100 Plymouth RD #175	Mile City Church	Church Assembly	Re-occupancy	Х	
41100 Plymouth RE Bldg 2 #103	Mile City Church	Church Assembly	Re-occupancy	X	

## **Enforcement List Vacant Properties**

	Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Date Enforecement Closed
VAC	CANT BLD - RES					
11373	JOY RD	R-78-061-99-0027-001	Bruce Gould	07/07/09	Violation Issued	06/14/11
11373	11626 BUTTERNUT	R-78-027-01-0160-002		10/26/11	Recv'd Registration	01/16/14
11373	8890 NORTHERN	R-78-059-03-0136-000	Rowe, Kimberly W	01/13/12	Recv'd Registration	1
11373	9440 NORTHERN	R-78-059-03-0167-000	Baczlo Properties, LLC	03/21/13	Recv'd Registration	n
11373	41451 CRABTREE LN	R-78-017-02-0521-000		11/27/13	Recv'd Registration	1
11373	42405 HAMMILL	R-78-017-03-0048-301	Rottell, Barbara Joann Trust	03/31/15	1st Reg ltr sent	
11373	9400 S MAIN	R-78-061-01-0003-000		03/31/15	2nd Notice	
11373	44415 ERIK PASS	R-78-058-01-0046-000	Safeguard Properties	03/27/17	2nd Notice	
11373	46643 ANN ARBOR TR	R-78-035-99-0006-006	National Field Network	05/02/17		06/06/17
11373	44415 ERIK PASS	R-78-058-01-0046-000	Safeguard Properties	01/16/18	Recv'd Registration	n
11373	11373 WILLOW WOOD L	R-78-049-99-0036-704	Safeguard Prperties	01/25/18	Recv'd Registration	n

Total: 11

Total: 1

## Enforcement List Vacant Properties

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Enforecement Closed
<b>VACANT BLD- C</b> 11373 14556 JIB	OM R-78-009-03-0096-002	Elizabeth Stanaj	07/07/09	Recv'd Registra	tion

## **Enforcement List Vacant Properties**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Date Enforecement Closed
VACANT PROP - R	RES				
11373 Greystone Blvd	R-78-064-99-0022-701	Biondo Design & Building LLC	07/07/09	1st Reg ltr sent	
11373 BECK RD	R-78-040-99-0008-000	Marcus Raymond	07/07/09	1st Reg ltr sent	06/14/11
11373 JOY RD	R-78-061-99-0026-001	Bruce Gould	07/07/09	Recv'd Registration	n
11373 ANN ARBOR RD	R-78-054-99-0015-000	Shari Lightston, Trustee	07/07/09	Recv'd Registration	n
11373 ANN ARBOR RD	R-78-054-99-0015-000	Shari Lightston, Trustee	08/07/13	2nd Notice	03/28/14
11373 44415 ERIK PASS	R-78-058-01-0046-000	Safeguard Properties	04/06/16		02/08/17

Total: 6

### **Enforcement List Vacant Properties**

Address Sid-well Number Responsible Party Date of Status Of Date

Enforcement Enforcement Action Action Closed

**Total All Records:** 

18

Page: 4

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM D.2 APPROVAL OF REPORTS FIRE DEPARTMENT MARCH, 2018



# Plymouth Township Fire Department Monthly Report

March 2018

#### Response Information:

The Plymouth Township Fire Department responded to 265 emergencies this month.

There was an average of 8.54 runs per day this month.

PTFD's average response time was 5 minutes 44 seconds to the scene. This includes all responses including non-emergent.

#### **Mutual Aid:**

Plymouth Township Fire Department is a member of the Western Wayne County Mutual Aid Association and we provided mutual aid 6 times this month and received mutual aid 5 times.

#### **EMS Information:**

There were 136 patients transported this month.

HVA transported 115 patients to the hospital.

Plymouth Township Fire transported 21 patients to the hospital.

The remainder of 58 patients were not transported for various reasons.

Plymouth transports billed out \$10,942.20 this month, received \$8,010.33 and have \$51,680.19 in outstanding bills and wrote off \$1,035.48. There were 4 accounts in arrears that were paid off totaling \$1,467.12.

#### Fire Loss:

There were 9 fires this month that accounted for \$319,300.00 worth of damage to possessions and property. We prevented the destruction of \$1,023,300.00 in property.

#### Fire Prevention:

Plymouth Township Fire Department provided comprehensive fire inspections to 106 businesses within Plymouth Township.

Fire Safety public education classes in CPR, Fire Extinguisher and Fire Safety are provided throughout the year.

This month, the department conducted 4 fire safety talks to a total of 560 participants.

#### Reports Included:

#### **CLEMIS Reports**

#### Incidents Section

- Incident Summary by Incident type
  - o Incident Type
  - o Type count
  - o Property Loss
  - o Property Value
- Mutual Aid by Department
  - o Mutual aid Received
  - o Mutual Aid Given

#### Local Section

- Fire Department Response Times
- o Turnout Time
- o Response Time

#### Health EMS

#### Agency Productivity

- Agency Activity Summary
- o Patients Transported by HVA
- o Patients Transported by PCFD

#### Inspection Report

Total count for Public Education - Review Fire Modules Calendar

## **Incident Count By Type**

Date Range: From 3/1/2018 To 3/31/2018

Date Range: From 3/1/2018 to 3/31/2018	<u>-</u>	
Incident		
Type Description	Count	
111 - Building fire	5	1.89%
121 - Fire in mobile home used as fixed residence	1	0.38%
131 - Passenger vehicle fire	1	0.38%
142 - Brush, or brush and grass mixture fire	1	0.38%
154 - Dumpster or other outside trash receptacle fire	1	0.38%
Total - Fires	9	100.00%
321 - EMS call, excluding vehicle accident with injury	160	60.38%
322 - Vehicle accident with injuries	17	6.42%
324 - Motor vehicle accident with no injuries	2	0.75%
Total - Rescue & Emergency Medical Service Incidents	179	100.00%
412 - Gas leak (natural gas or LPG)	5	1.89%
444 - Power line down	1	0.38%
Total - Hazardous Conditions (No fire)	6	100.00%
500 - Service Call, other	5	1.89%
510 - Person in distress, other	1	0.38%
531 - Smoke or odor removal	1	0.38%
551 - Assist police or other governmental agency	1	0.38%
554 - Assist invalid	20	7.55%
Total - Service Call	28	100.00%
611 - Dispatched & cancelled en route	13	4.91%
6111 - Hospice Death	3	1.13%
622 - No incident found on arrival at dispatch address	2	0.75%
650 - Steam, other gas mistaken for smoke, other	1	0.38%
651 - Smoke scare, odor of smoke	2	0.75%
Total - Good Intent Call	21	100.00%
700 - False alarm or false call, other	1	0.38%
730 - System malfunction, other	2	0.75%
733 - Smoke detector activation due to malfunction	4	1.51%
734 - Heat detector activation due to malfunction	1	0.38%
735 - Alarm system sounded due to malfunction	3	1.13%
736 - CO detector activation due to malfunction	2	0.75%
740 - Unintentional transmission of alarm, other	2	0.75%
743 - Smoke detector activation, no fire - unintentional	1	0.38%
744 - Detector activation, no fire - unintentional	2	0.75%
745 - Alarm system sounded, no fire - unintentional	3	1.13%
Total - Fals Alarm & False Call	21	100.00%
9001 - Dispatch Error	1	0.38%
Total - Special Incident Type	1	100.00%
	265	100.00%

#### Fire Department Response Times

Stations selected for analysis: All Shifts selected for analysis: All

For Dates Beginning 3/1/2018 12:00:00AM Ending 3/31/2018 12:00:00AM

Incident Types selected for analysis: All

Incident Response Types selected for analysis: All Responses

Time Dispate		tch Percent	Cumulative		Enroute	Percent	Cumulative nt		Dispatch	Percent	Cumulative	
in Minutes	to Enroute	Total		to Arrival	Total	Response	s Percent	to Arrival	Total	Responses Percent		
0 - 1	88	37.61	88	37.61	8	3.48	8	3.48	5	2.12	5	2.12
1 - 2	108	46.15	196	83.76	21	9.13	29	12.61	8	3.39	13	5.51
2 - 3	30	12.82	226	96.58	40	17.39	69	30.00	18	7.63	31	13.14
3 - 4	5	2.14	231	98.72	43	18.70	112	48.70	36	15.25	67	28.39
4 - 5	3	1.28	234	100.00	41	17.83	153	66.52	39	16.53	106	44.92
5 - 6	0	0.00	234	100.00	32	13.91	185	80.43	42	17.80	148	62.71
6 - 7	0	0.00	234	100.00	17	7.39	202	87.83	33	13.98	181	76.69
7 - 8	0	0.00	234	100.00	10	4.35	212	92.17	22	9 32	203	86.02
8 - 9	0	0.00	234	100.00	7	3.04	219	95.22	13	5.51	216	91.53
9 - 10	0	0.00	234	100.00	1	0.43	220	95.65	2	0.85	218	92.37
10 +	0	0.00	234	100.00	10	4.35	230	100.00	18	7.63	236	100.00

Incident
Total: 234

#### Average Times per Incident

Average Fire Department Turn Out Time: 1 minute(s) 17 second(s) (Dispatch to Enroute)

Average Fire Department Travel Time: 4 minute(s) 30 second(s) (Enroute to Arrive)

Average Fire Department Turn Out and Travel Time: 5 minute(s) 44 second(s) (Dispatch to Arrive)

#### Listing of Mutual Aid Responses by Mutual Aid Department Report for: PLYMOUTH TOWNSHIP FIRE DEPARTMENT

Denartmen	t 08204: Canton Twp FD				
Mutual Aid				Additio	nal Mutual Aid Departments
0000528		3	08204		On I275 at FORD
	Subtotal Mutual Aid Type		1		
	Subtotal Department		1		<u> </u>
•	t 08232: City of Northville	FD		<u> </u>	
Mutual Aid			00000		nal Mutual Aid Departments 14122 E DR
0000529		1	08232	08204	
0000706		1	08232	08255	11336 General Dr
	Subtotal Mutual Aid Type		2		
	Subtotal Department		2		<u> </u>
	t 08255: Northville Twp FC	)			
<b>Mutual Aid</b>			00055		nal Mutual Aid Departments 12457 WOODGATE Dr
0000634		1	08255	08232	
0000715		1	08255	08204	08232 8830 ROCKER
	Subtotal Mutual Aid Type		2		
Mutual Aid				Additio	nal Mutual Aid Departments
0000581	March 8, 2018 20:42	3	08255		50574 LAUREL RIDGE Ct
0000605	March 11, 2018 18:40	3	08255		43905 SIX MILE
0000618	March 13, 2018 16:08	3	08255		18568 E CLAIRMONT Cir
0000750	March 29, 2018 18:45	3	08255		On SIX MILE Rd at RIDGE Ro
0000755	March 30, 2018 10:06	3	08255		42284 LADYWOOD Dr
	Subtotal Mutual Aid Type		5		
	Subtotal Department		7		
Departmen	t HVA: Huron Valley Ambı	ılance	_		
<b>Mutual Aid</b>	Received			Additio	nal Mutual Aid Departments
0000530	March 3, 2018 20:16	1	HVA		14142 a
	Subtotal Mutual Aid Type		1		
	Subtotal Department	_	1		
	Total		11		

## **Agency Activity Summary**

#### Plymouth Community Fire Dept

Agency: Plymouth Community Fire Dept | Service Date: From 03/01/2018 Through 03/31/2018

Total Number of ePCRs: 173

Total Number of Incidents: 166

|--|

01 Station 1 = 53	02 Sta	tion 2 = (	51 03	3 Station 3 = 59	
Run Disposition	<u>#</u>	<u>%</u>		<u>#</u>	<u>%</u>
Treated/Transported	21	12.1%	Dead Prior To Arrival	2	
Treated / Transferred Care	115	66.5%	Dead After Arrival	1	0.6%
Treated/No Transport (AMA)	26	15.0%	Treat/Transported by Private V	eh. N/A	N/A
Treated / No Transport (Per Protocol)	3	1.7%	Assist	1	0.6%
Transported / Refused Care	N/A	N/A	Other	^	0.6%
No Transport / Refused Care	2	1.2%	No Patient Found	N/A	N/A
Cancelled	1	0.6%			
Left Blank	N/A	N/A			
Run Type	<u>#</u>	%		#	<u>%</u>
Emergency Runs	N/A	N/A	Non-Emergency Runs	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A
Emergency Runs (Scheduled)	N/A	N/A	Non-Emergency Runs (Sched	uled) N//	N/A
Stand By	N/A	N/A	Stand By	. N//	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	A N/A
Interfacility	N/A	N/A	Interfacility	N//	A N/A
Intercept	N/A	N/A	Intercept	N//	A N/A

Emergency Type Left Blank: 0

Runs by Unit

Unit	Total Runs	Treat/ Transp	Treat/ Transfer	Treat/No Transp(AMA)	Treat/No Transp(PP)	Transp/ Ref. Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T <u>Priv Veh</u>	No Trans/ Ref. Care	<u>Assist</u>	Other	No Pat. Found
RES1	53	A	31	9	1	0	1	1	0	0	1	1	0	0
RES2	63	5	47	8	0	0	0	1	0	0	1	0	1	0
RES3	57	8	37	9	2	0	0	0	1 _	0	-0	0	0	0
Total	173	21	115	26	3	0	1	2	1	0	2	1	1	0

Runs by Service Level

Dispatched		Recommended		
Service Level	<u>#</u> %	Service Level	#	<u>%</u>
BLS	9 5.2%	BLS	122	70.5%
ALS	164 94.8%	ALS1	50	28.9%
SCT	N/A N/A	ALS2	1	0.6%
301		SCT	N/A	N/A
		Rotary Wing	N/A	N/A
		Fixed Wing	N/A	N/A

#### Runs by Insurance Type with Service Level (Multiple insurance types may have

been marked on a run)

<u>Type</u>	BLS	%	ALS1	<u>%</u>	ALS2	<u>%</u>	<u>SCT</u>	%Rotar	y Wing	%Fixe	d Wing	<u>%</u>	Total	<u>%</u>
Medicare	1	0.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	0.6%
None	123	71.1%	50	28.9%	1	0.6%	N/A	N/A	N/A	N/A	N/A	N/A	174 1	100.6%

#### Runs by Primary PI (Note - Primary PI is based on the ICD-10 priority setup in HealthEMS)

Mails by Filling A Littore - i Lillian	7 1 1 13	Dusca c
Description	<u>#</u>	<u>%</u>
Abdominal Pain	5	2.9%
Airway Obstruction	1	0.6%
Alt. Level Conscious	8	4.6%
Anxiety	10	5.8%
Apnea	1	0.6%
Back Pain (No Trauma)	2	1.2%
Behavioral Disorder	5	2.9%
CVA/Stroke	2	1.2%
Cardiac Arrest	2	1.2%
Cardiac Symptoms	2	1.2%
Chest Pain	12	6.9%
Cough W/Blood	1	0.6%
Dehydration Symp.	1	0.6%
Depression (acute)	1	0.6%
Diabetic Symptoms	2	1.2%
Dizziness	1	0.6%
Dyspnea-SOB	9	5.2%
Flu Symptoms	3	1.7%
GI -Bleed	2	1.2%
GI -Diarrhea	1	0.6%
Headache (no trauma)	1	0.6%
Migraine	1	0.6%
Monitoring Required	3	1.7%
Nausea	1	0.6%
Newborn	1	0.6%
No Medical Problem	12	6.9%
Nose Bleed	3	1.7%
OB/Gyn	1	0.6%
Obvious Death	2	1.2%
Psychiatric Emerg.	2	1.2%
Respiratory Failure	1	0.6%
Seizure	5	2.9%
Syncope/Fainting	5	2.9%
Trauma Injury	34	19.7%
Unconscious	1	0.6%
Unknown Medical	7	4.0%
Urination Problem	1	0.6%
Vomiting	4	2.3%
Weakness	15	8.7%
Left Blank	2	1.2%
Total	173	100.0%

#### Runs by Dispatch (EMD) Code

Runs by Dispatch (EMD) Code		
Description	<u>#</u>	<u>%</u>
1 Abdominal Pain	4	2.3%
10 Chest Pain [non-traumatic]	12	6.9%
11 Choking	1	0.6%
12 Convulsions/Seizures	5	2.9%
13 Diabetic	3	1.7%
17 Falls	26	15.0%
18 Headache	1	0.6%
19 Heart Problems A.I.D.C	1	0.6%
21 Hemorrhage/Lacerations	3	1.7%
23 Overdose/poisoning	5	2.9%
24 Pregnancy/Childbirth/Miscarriage	2	1.2%
25 Psychiatric/Abnormal behavior/Suicide Attempt	9	5.2%
26 Sick Person	37	21.4%
28 Stroke [CVA]	4	2.3%
29 Traffic/Accidents	15	8.7%
30 Traumatic Injuries	6	3.5%
31 Unconscious/Fainting	10	5.8%
32 Unknown Problem	6	3.5%
33 Non-emergency Transports	1	0.6%
38 Medical Alarm	2	1.2%
5 Back Pain	2	1.2%
6 Breathing Problems	10	5.8%
7 Burns/Explosion	2	1.2%
88 Not applicable	1	0.6%
9 Cardiac or Respiratory Arrest/Death	3	1.7%
99 Unknown	2	1.2%
Left Blank	0	0.0%
Total	173	100.0%
. Other		

#### Transport From (Category)

	#	<u>%</u>
–Left Blank	173	100.0%
Total	173	100.0%
Transport From (Facility)		
	<u>#</u>	<u>%</u>
Left Blank	172	99.4%
Independence Village	1	0.6%
Total	173	100.0%
Transport To (Destination Facility)		
	<u>#</u>	<u>%</u>
St Mary Livonia ER	98	56.6%
-Left Blank	36	20.8%
Providence Park ER-Novi	17	9.8%
St Joe Ann Arbor ER	8	4.6%
UNIVERSITY OF MICHIGAN ER	7	4.0%
Annapolis (Beaumont Wayne)	2	1.2%
Beaumont Farmington Hills (Botsford)	2	1.2%
Henry Ford West Bloomfield	1	0.6%
No transport	1	0.6%
VA ANN ARBOR ER	1	0.6%
Total	173	100.0%

Total Page : 5 of 8

Page: 1 of 1

Date: 04/02/2018 Time: 08:48:39 History ID: 14023508

# Aging Summary PLYMOUTH MONTHLY AGING REPORT

Report As Of March 31, 2018 Grouped By Schedule on Call

Grouped by Schedule on Can											
<u>ID</u>	Description	Calls	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	<u>Total</u>	
1CONS1500	PAPER - CONTRACT	1	0.00	0.00	0.00	0.00	0.00	0.00	734.00	734.00	
APPL	APPEAL PATIENT 30	6	722.00	871.00	0.00	705.20	748.00	0.00	0.00	3046.20	
CAID	ELECT MEDICAID	2	0.00	0.00	0.00	0.00	0.00	0.00	1296.40	1296.40	
CARE	ELECT - MEDICARE	5	1277.20	1273.60	0.00	528.80	0.00	0.00	- 0.00	3079.60	
CAREBL	ELECT MEDICARE P	1	545.60	0.00	0.00	0.00	0.00	0.00	0.00	545.60	
COMP	PAPER WORK COM	1	0.00	0.00	0.00	536.00	0.00	0.00	0.00	536.00	
CRED	MHR REFUND CREDI	1	0.00	0.00	0.00	0.00	0.00	0.00	-125.00	-125.00	
FIREINS	FIRE RECOVERY 15	13	231.00	0.00	0.00	0.00	0.00	0.00	6297.00	6528.00	
HOLD	HOLD FOR 30 DAYS	1	572.00	0.00	0.00	0.00	0.00	0.00	0.00	572.00	
INSU	PAPER INS PRIMAR	9	0.00	2313.00	0.00	0.00	1486.00	0.00	0.00	3799.00	
MCAP	APPEAL MEDICAID	1	0.00	0.00	0.00	0.00	0.00	512.00	0.00	512.00	
NEIC	ELECT INS NEIC	2	0.00	758.00	0.00	746.00	0.00	0.00	0.00	1504.00	
PCAR	PAPER MEDICARE	1	0.00	0.00	0.00	698.00	0.00	0.00	0.00	698.00	
PRV2	PAPER - PRIVATE P	41	7303.40	7542.45	3601.23	756.88	710.00	0.00	710.00	20623.96	
REVIEW	REVIEW	15	0.00	1168.00	4086.80	1806.00	1396.00	96.64	0.00	8553.44	
SINS	PAPER INS SECOND	5	0.00	267.25	92.34	0.00	76.52	0.00	0.00	436.11	
TIME	TIME PAY ACCOUNT	1	0.00	0.00	0.00	0.00	295.00	0.00	0.00	295.00	
U	MHR HOLD FOR MH	1	0.00	0.00	0.00	0.00	0.00	0.00	513.00	513.00	
Totals		107	10651.20	14193.30	7780.37	5776.88	4711.52	608.64	9425.40	53147.31	

Total Page : 6 of 8 Page : 1 of 3 Date: 04/02/2018

Time: 08:48:39 History ID: 14023508

# Aging Schedule/Event Summary PLYMOUTH MONTHLY AGING REPORT

#### Report As Of March 31, 2018

Event ID	Description	<u>Calls</u>	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	<u>Total</u>
Schedule:	1CONS1500 PAPER - CONTRACTS 1500 FORM									
REVIEW	REVIEW STATUS	1	0.00	0.00	0.00	0.00	0.00	0.00	734.00	734.00
		1	0.00	0.00	0.00	0.00	0.00	0.00	734.00	734.00
Schedule:	Schedule: APPL APPEAL PATIENT 30 DAYS									
NONE	NO BILL SENT YET	5	722.00	871.00	0.00	705.20	698.00	0.00	0.00	2996.20
В	Second Bill - Private	1	0.00	0.00	0.00	0.00	50.00	0.00	0.00	50.00
		6	722.00	871.00	0.00	705.20	748.00	0.00	0.00	3046.20
0.1.1.1	OALD SUSOTING									
Schedule:	CAID ELECT ME		0.00	0.00	0.00	0.00	0.00	0.00	1296.40	1296.40
PCAD	Medicaid Filed	2	0.00	0.00	0.00	0.00	0.00	0.00	1230.40	1230.40
			0.00	0,00	0.00	0.00	0.00	0.00	1296.40	1296.40
			•		****					
Schedule:	CARE ELECT - N		540.00	704.00	0.00	E00 00	0.00	0.00	0.00	1810.80
NONE	NO BILL SENT YET	3	548.00 729.20	734.00 539.60	0.00 0.00	528.80 0.00	0.00 0.00	0.00 0.00	0.00 0.00	1268.80
ECAR	Medicare Filed Electr	2	123.20	559.00	0.00	0.00	0.00	0.00	0.00	1200.00
		5	1277.20	1273.60	0.00	528.80	0.00	0.00	0.00	3079.60
O a b a deel a c										
Schedule: ECAR	CAREBL ELECT ME  Medicare Filed Electr	1	545.60	0.00	0.00	0.00	0.00	0.00	0.00	545.60
ECAR	Medicare Filed Electi	1	545.60	0.00	0.00	0.00	0.00	0.00	0.00	0-10.00
		1	545.60	0.00	0.00	0.00	0.00	0.00	0.00	545.60
Cahadulai	COMP PAPER W	ORK COMP	<b>5</b>							
Schedule: INSC	Insurance Paper Clai	1	0.00	0.00	0.00	536.00	0.00	0.00	0.00	536.00
INSC	insurance Paper Ciai	,	0.00	0.00	0.00	330.00	0.00	0.00	0.00	000.00
		1	0.00	0.00	0.00	536.00	0.00	0.00	0.00	536.00
		-		0.00	0.00	530.00	0.00	0.00	0.00	550.00
Schedule:		UND CRED								
CRED	Credit Balance Calls	1	0.00	0.00	0.00	0.00	0.00	0.00	-125.00	-125.00
										405.00
		1	0.00	0.00	0.00	0.00	0.00	0.00	-125.00	-125.00
Schedule:	FIREINS FIRE RECOVERY 1500									
NONE	NO BILL SENT YET	1	0.00	0.00	0.00	0.00	0.00	0.00	373.00	373.00
INSC	Insurance Paper Clai	12	231.00	0.00	0.00	0.00	0.00	0.00	5924.00	6155.00
		13	231.00	0.00	0.00	0.00	0.00	0.00	6297.00	6528.00
Schedule:	HOLD HOLD FO	R 30 DAYS								
HOLD	HOLD FOR FURTHE	1	572.00	0.00	0.00	0.00	0.00	0.00	0.00	572.00
		1	572.00	0.00	0.00	0.00	0.00	0.00	0.00	572.00
Schedule: INSU PAPER INS PRIMARY										
INSC	Insurance Paper Clai	9	0.00	2313.00	0.00	0.00	1486.00	0.00	0.00	3799.00
		-								

Total Page: 7 of 8 Page: 2 of 3

Date: 04/02/2018 Time: 08:48:39 History ID: 14023508

## Aging Schedule/Event Summary PLYMOUTH MONTHLY AGING REPORT

#### Report As Of March 31, 2018

			110	port As Or	maich oi,	2010				
Event ID	Description	<u>Calls</u>	Current	31 to 60	61 to 90	91 to 120	121 to 150	<u>151 to 180</u>	<u>Over 180</u>	<u>Total</u>
		9	0.00	2313.00	0.00	0.00	1486.00	0.00	0.00	3799.00
Schedule:	MCAP APPEAL M	MEDICAID								
NONE	NO BILL SENT YET	1	0.00	0.00	0.00	0.00	0.00	512.00	0.00	512.00
		1	0.00	0.00	0.00	0.00	0.00	512.00	0.00	512.00
Schedule:	NEIC ELECT IN	S NEIC								
NEIC	Electronic Claim Sent	1	0.00	758.00	0.00	0.00	0.00	0.00	0.00	758.00
Α	Original Bill - Private	1	0.00	0.00	0.00	746.00	0.00	0.00	0.00	746.00
		2	0.00	758.00	0.00	746.00	0.00	0.00	0.00	1504.00
Schedule:	PCAR PAPER M	EDICARE								
CARE2	PAPER MEDICARE	1	0.00	0.00	0.00	698.00	0.00	0.00	0.00	698.00
		1	0.00	0.00	0.00	698.00	0.00	0.00	0.00	698.00
Schedule:	PRV2 PAPER - I	PRIVATE P	AY							
NONE	NO BILL SENT YET	4	200.00	472.81	0.00	80.90	0.00	0.00	0.00	753.71
A	Original Bill - Private	19	7103.40	781.74	887.23	618.53	0.00	0.00	710.00	10100.90
В	Second Bill - Private	13	0.00	5586.30	0.00	57.45	710.00	0.00	0.00	6353.75
D	Final Bill - Private Pa	1	0.00	701.60	0.00	0.00	0.00	0.00	0.00	701.60
PREC	PRECOLLECT REFE	4	0.00	0.00	2714.00	0.00	0.00	0.00	0.00	2714.00
		41	7303.40	7542.45	3601.23	756.88	710.00	0.00	710.00	20623.96
Schedule:	REVIEW REVIEW									
REVIEW	REVIEW STATUS	15	0.00	1168.00	4086.80	1806.00	1396.00	96.64	0.00	8553.44
		15	0.00	1168.00	4086.80	1806.00	1396.00	96.64	0.00	8553.44
Schedule:	SINS PAPER IN	IS SECONI	DARY							
INSC	Insurance Paper Clai	4	0.00	267.25	92.34	0.00	0.00	0.00	0.00	359.59
INS2	Insurance Second No	1	0.00	0.00	0.00	0.00	76.52	0.00	0.00	76.52
		5	0.00	267.25	92.34	0.00	76.52	0.00	0.00	436.11
Schedule:	TIME TIME PAY	ACCOUN	Г							
TIMP	Time Pay Agreement	1	0.00	0.00	0.00	0.00	295.00	0.00	0.00	295.00
		1	0.00	0.00	0.00	0.00	295.00	0.00	0.00	295.00
Schedule:	U MHR HOL	D FOR MH	R REVIEW							
U	HOLD FOR REVIEW	1	0.00	0.00	0.00	0.00	0.00	0.00	513.00	513.00
		1	0.00	0.00	0.00	0.00	0.00	0.00	513.00	513.00

Total Page: 8 of 8 Page: 3 of 3

Date: 04/02/2018 Time: 08:48:39 History ID: 14023508

## Aging Schedule/Event Summary PLYMOUTH MONTHLY AGING REPORT

#### Report As Of March 31, 2018

Event ID	<u>Description</u>	<u>Calls</u>	Current	31 to 60	61 to 90	91 to 120	<u>121 to 150</u>	151 to 180	Over 180	<u>Total</u>
Totals		107	10651.20	14193.30	7780.37	5776.88	4711.52	608.64	9425.40	53147.31

Total Page : 3 of 3 Page : 1 of 1

Date: 04/02/2018

#### Time: 08:47:00

History ID: 14023501

### **Charge Summary** LYMOUTH MONTHLY CHARGE REPOR

Summary By Charge Code - Code Description

			<u>Charge</u>	<u>Charge</u>	<u> 1</u>	otal Charge
scription	QTY	QTY %	Count	<u>Count</u>	<u>Charges</u>	<u>%</u>
	8	7.20	8	22.22	5200.00	47.52
	10	9.00	10	27.78	4625.00	42.27
	16.1	14.49	3	8.33	193.20	1.77
	77	69.31	15	41.67	924.00	8.44
	111.1		36		10942.20	
	scription SEMERGENCY SEMERGENCY SMILEAGE LEAGE	S EMERGENCY         8           S EMERGENCY         10           S MILEAGE         16.1           EAGE         77	S EMERGENCY     8     7.20       S EMERGENCY     10     9.00       S MILEAGE     16.1     14.49       EAGE     77     69.31	Scription         QTY         QTY %         Count           S EMERGENCY         8         7.20         8           S EMERGENCY         10         9.00         10           S MILEAGE         16.1         14.49         3           EAGE         77         69.31         15	Scription         QTY         QTY %         Count         Count           S EMERGENCY         8         7.20         8         22.22           S EMERGENCY         10         9.00         10         27.78           S MILEAGE         16.1         14.49         3         8.33           EAGE         77         69.31         15         41.67	Scription         QTY         QTY %         Count Co

**Total Purged** 

**Total Amount Purged:** Total Amount with Purged:

Total Page: 4 of 4 Page:1 of 1

Date: 04/02/2018 Time: 08:47:35

## **Credit Summary**

History ID: 14023504

Summary By Credit As - Code Description
PLYMOUTH MONTHLY CREDIT REPORT

ID	Description	Credits	QTY %	Amount	Amount %
<u>ID</u> 2	Adjustment	30	39.47	3006.03	30.12
1	Other Payment	32	42.11	6263.68	62.76
6	Patient Payment	11	14.47	1746.65	17.50
5	Write Off	3	3.95	-1035.48	-10.37
		<del></del>		9980.88	
Totals For All		76		3300.00	
Total Purged	0	Total Amou	nt Purged:	<u>0.00</u>	

Total Amount with Purged:

## **Incident Summary by Incident Type**

Date Range: From 3/1/2018 To 3/31/2018

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	9	9	00:06:40	\$319,300.00	\$1,023,300.00
EMS/Rescue	179	162	00:06:12	\$0.00	\$0.00
Hazardous Condition	6	5	00:07:23	\$0.00	\$0.00
Service Call	28	12	00:07:04	\$0.00	\$0.00
Good Intent	21	5	00:05:48	\$0.00	\$0.00
False Call	21	18	00:06:05	\$0.00	\$0.00
Other	1	1	00:05:18	\$0.00	\$0.00
Totals	265	212		\$319,300.00	\$1,023,300.00

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM D.2 APPROVAL OF REPORTS POLICE DEPARTMENT MARCH, 2018



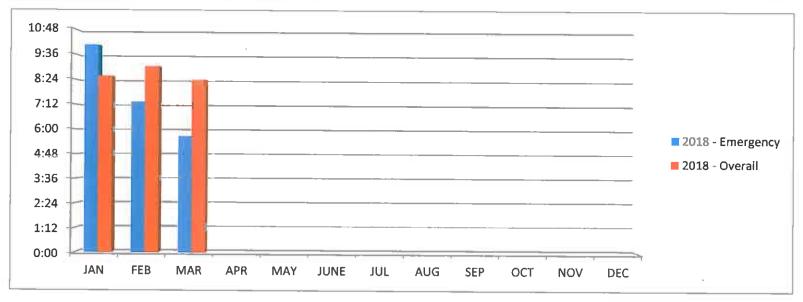
PLYMOUTH TOWNSHIP POLICE 2018
MONTHLY
REPORTS

MARCH

WWW.PLYMOUTHTWP.DRG

## **RESPONSE TIME**

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	ОСТ	NOV	DEC	
2018 - Emergency	10:04	7:20	5:41										
2018 - Overall	8:35	9:03	8:24										



## **DISPATCH CENTER**

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
# of 911 Calls													0
# of Non-Emergency Calls	2,696	2,571	2,637										7,904
Total													
			F	OLICI	E AND	FIRE I	RESPO	ONSE					
2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
City Police	1,500	1,231	1,408										4,139
Township Police	1,248	976	1,218										3,442
Township Fire	273	232	262										767
City Fire	77	81	78										236
Total	3,098	2,520	2,966										8,584

## **PART-ONE CRIMES**

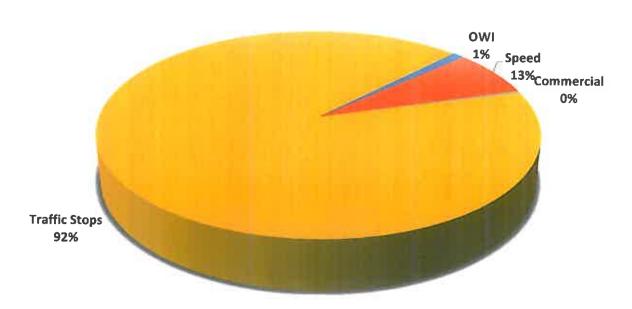
			Ja	nuary 1	, 2018 th	rough De	ecembe	r 31, 20	18				
2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	ОСТ	NOV	DEC	YTD TOTAL
Murder	0	0	0										0
CSC	1	1	0										2
Robbery	0	0	1										1
Aggravated Assault	0	0	3										3
Burglary	1	0	1										2
Larceny	7	5	1										13
Auto Theft	1	1	0										2
Arson	0	0	0										0
Retail Fraud	1	0	2										3
Total	11	7	8										26
					CALLS	FOR SEF	RVICE						
2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	ОСТ	NOV	DEC	YTD TOTAL
Part A Crimes	47	40	35										122
All Other Crimes	97	78	99										274
Total	144	118	134										

## TRAFFIC VIOLATION SUMMARY

			Janu	ary 1, 2	018 thre	ough De	cembe	31, 201	8				
2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
OWI	4	5	3										12
Speed	31	18	40										89
Commercial	3	1	0										4
Traffic Stops	430	276	432										1,138

					Numbe	r of Arre	sts						
2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Felony	9	8	7										24
Misdemenor	57	53	64										174
Citations	230	139	236										605
Total	296	200	307										803

## Traffic Violations Issued by Type Year to Date 2017

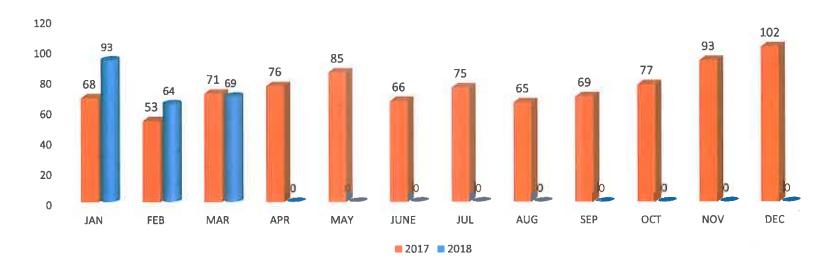


## TRAFFIC ACCIDENT SUMMARY

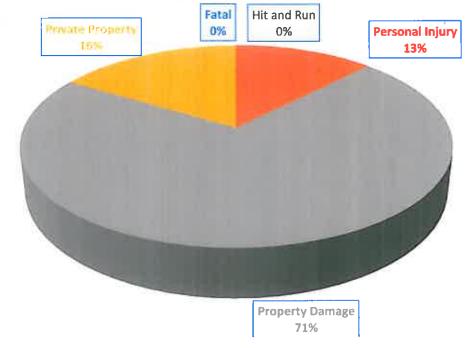
			JANUA	ARY 1, 2	2018 TH	ROUGH	DECEM	BER 31,	2018				
2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL.	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Fatal	0	0	0										0
Personal Injury	12	9	7										28
Property Damage	68	44	49										161
Private Property	13	11	13										37
Hit and Run	0	0	0										0
Total	93	64	69	0	0	0	0	0	0	0	0	0	226

			JANU	ARY 1, 2	2017 TH	ROUGH	DECEM	BER 31,	2017				
2017	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	ОСТ	NOV	DEC	YTD TOTAL
Fatal	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal Injury	6	4	4	14	15	21	17	13	14	10	14	15	147
Property Damage	58	45	64	55	66	42	53	45	46	62	69	76	681
Private Property	3	4	3	6	4	3	5	7	9	5	9	11	69
Hit and Run	1	0	0	1	0	0	0	0	0	0	1	0	3
Total	68	53	71	76	85	66	75	65	69	77	93	102	900

#### Traffic Accidents 2017 vs 2018



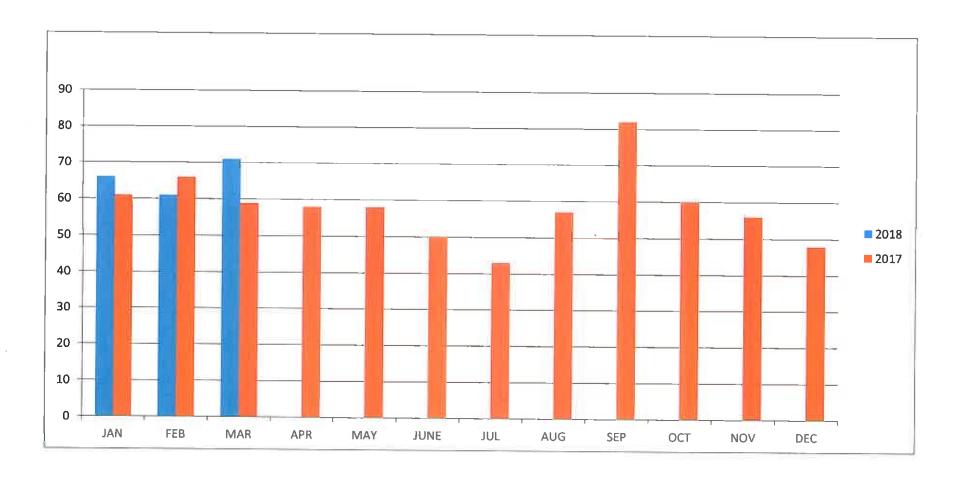
#### **REPORTED ACCIDENTS BY TYPE - YTD 2018**



Page 2

## **NUMBER OF ARRESTS**

	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	ОСТ	NOV	DEC	YTD TOTAL
2018	66	61	71										198
2017	61	66	59	58	58	50	43	57	82	60	56	48	698



Page 1

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM D.2 APPROVAL OF REPORTS FOIA – CLERK'S DEPARTMENT MARCH, 2018

## **FOIA Monthly Report**

Run Date: 04/01/2018 8:02 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
3/19/2018	PZR	Ms. Sheila Lyles	Building Planning Resolutions Zoning	0
3/22/2018	Теттасоп	Kelly MacWhinnie	Building Fire Report	
3/28/2018	Bock and Clark Zoning	Mrs. Sara Bergeron	Code of Ordinance Records Zoning	
3/5/2018	Complex Legal Services, Inc	Complex Legal Services, Inc	EMS Report	
3/19/2018		Michael Costa	Fire Report	
3/28/2018		Mr Robin Raumer	Fire Report	
3/29/2018		James Wertz	Fire Report	
3/16/2018	Associated Newspapers of MI	Don Howard	Human Resources	
3/2/2018		Sarah Wrase	Public Services-Works	
3/16/2018	Associated Newspapers of MI	Don Howard	Human Resources Other	
Total Requests: 10				Total Dollars: 0



## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM D.2 APPROVAL OF REPORTS FOIA – POLICE DEPARTMENT MARCH, 2018

#### Charter Township of Plymouth Freedom of Information Report March 2018

Run#	Date Rec'd	(F)OIA/(D)iscovery	<b>Description</b>	Clerk#	Requestor	Action Taken/Date	<u>Charged</u>	Pmt Rcd	Disc. Charge
3-1	3/1/2018	F	PTPD 18-2169	W001507-030118	Dan Herriman	Completed 3/1/2018	NC		,
3-2	3/1/2018	D	PTPD 18-820		Leah Stempky	Completed 3/2/2018			NC
3-3	3/2/2018	F	PTPD 18-2121	W001509-030218	Karl Leapheart	Completed 3/2/2018	NC		
3-4	3/6/2018	F	PTPD 18-2181	W001511-030618	Heidi McCoy	Completed 3/6/2018	NC		
3-5	3/6/2018	F	PTPD 18-1189	W001512-030618	Metropolitan	Completed 3/6/2018	NC		
3-6	3/7/2018	F	See Request	W001513-030718	LexisNexis	No Records Exist	NC		
3-7	3/7/2018	F	See Request	W001514-030718	LexisNexis	No Records Exist	NC		
3-8	3/7/2018	F	See Request	W001515-030718	LexisNexis	No Records Exist	NC		
3-9	3/8/2018	F	Walsh, Samuel	W001516-030818	Brian Geise	Completed 3/8/2018	\$12.68	3/9/2018	
3-10	3/12/2018	F	PTPD 18-1617	W001517-031218	Ensearch Express	Completed 3/12/2018	\$5.00	3/12/2018	
3-11	3/13/2018	F	PTPD 18-1621	W001518-031318	LexisNexis	Completed 3/13/2018	\$1.50	3/13/2018	
3-12	3/13/2018	F	PTPD 18-2148	W001519-031318	Lawrence Gadd	Completed 3/13/2018	\$16.28	3/13/2018	
3-13	3/13/2018	F	PTPD 18-1156	W001520-031318	Lionel Lamay	Completed 3/13/2018	\$2.20	3/14/2018	
3-14	3/14/2018	F	PTPD 15-9262	W001521-031418	Mark Walski	Completed 3/14/2018	\$1.70	3/19/2018	
3-15	3/15/2018	F	See Request	W001522-031518	Gary Kaufman	Completed 3/15/2018	\$3.40	3/16/2018	
3-16	3/16/2018	S	PTPD 17-3107		William Stern	Completed 3/16/2018	\$20.00	3/16/2018	
3-17	3/19/2018	D	PTPD 18-1831		Joseph Barone	Completed 3/19/2018		3/27/2018	\$65.00
3-18	3/19/2018	F	See Request	W001525-031918	Randy List	Completed 3/20/2018	\$1.30	3/20/2018	
3-19	3/19/2018	F	PTPD 18-2800	W001526-031918	Yvonne Lax	Completed 3/19/2018	NC		
3-20	3/20/2018	F	See Request	W001529-032018	Diane Leclair	Completed 3/20/2018	NC		
3-21	3/20/2018	F	See Request	W001530-032018	Rebecca Sumeracki	Completed 3/20/2018	\$1.20		
3-22	3/20/2018	F	PTPD 18-2571	W001531-032018	Jim Glynn	Completed 3/20/2018	NC		
3-23	3/20/2018	F	PTPD 18-2800	W001532-032018	John Shureb	Completed 3/20/2018	NC		
3-24	3/21/2018	F	PTPD 11-9841	W001533-032118	Leyna Fleckenstein	Completed 3/21/2018	NC		
3-25	3/21/2018	F	PTPD 18-2884	W001534-032118	<b>Christopher Powers</b>	Completed 3/21/2018	NC		
3-26	3/22/2018	S	Suzanne Dobozy		David Bowen	Completed 3/22/2018	NC		
3-27	3/22/2018	F	PTPD 18-2800	W001535-032318	Jennifer Roberts	Completed 3/23/2018	NC		
3-28	3/23/2018	F	PTPD 18-3053	W001537-032318	Jon Ackerman	Completed 3/23/2018	NC		
3-29	3/23/2018	F	PTPD 18-2441	W001538-032318	Barton Morris	Completed 3/26/2018	\$19.08	3/27/2018	
3-30	3/26/2018	F	PTPD 18-2883	W001539-032618	Marc Faligowski	Completed 3/26/2018	NC		

						TOTAL	\$87.74	\$105.00
3-33	3/29/2018	D	PTPD 18-2562		Aaron Boria	Completed 3/29/2018		\$40.00
3-32	3/29/2018	F	PTPD 18-1459	W001543-032918	John Guzik	Completed 3/29/2018	NC	
3-31	3/27/2018	F	PTPD 13-7819	W001540-032718	Thomas Dougherty	Completed 3/27/2018	\$3.40	

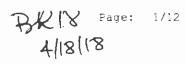
## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

## ITEM D.3 APPROVAL OF CONSENT AGENDA APPROVAL OF TOWNSHIP BILLS

BOARD DATE FUND NAME	4/4/2018 FUND NUMBER	TOTAL INC PAYROLL	PAYROLL & INVOICES PAID PRIOR TO MEETING	INVOICES PAID AFTER BOARD REVIEW
GENERAL FUND SWD	101 226	459,786.45 106,854.45	384,863.13 4,141.50	74,923.32 102,712.95
IMPROV. REV. DRUG FORFEITURE DRUG FORFEITURE	246 265 266	-	- - -	
DRUG FORFEITURE GOLF COURSE FUND SENIOR TRANSPORATION	267 510 588	- 2,622.30 3,984.15	- 387.01 3,984.15	2,235.29
WATER & SEWER TRUST& AGENCY	592 701 702	658,340.98 2,500.00 8,686.00	634,899.58 2,500.00 8,686.00	23,441.40
POLICE BOND FUND TAX POOL SPECIAL ASSESS CAPITAL	703 805	(7.41)	(7.41)	
TOTALS		1,242,766.92	1,039,453.96	203,312.96
		4 040 766 07		

**GRAND TOTAL** 

1,242,766.92



VENDOR INFORMATION		INVOICE INFORMATION	
SPARTAN DISTRIBUTORS		Invoice Amount:	\$101.88
11761598 Bearings/Rings/Washers/Se	eals	Check Date:	04/24/2018
	<i>510-510-737.000</i>	Bearings Search	65.72
	<i>510-510-737.000</i>	Ring-Snap Internal DPA Cutting Units	4.84
	510-510-737.000	Washer-Wave	8.36
	510-510-737.000	Seal-Frt wh	<i>17.96</i>
	<i>510-510-737.000</i>	freight	5.00
LARSON, OSCAR W. CO.		Invoice Amount:	\$190.00
HS&E		Check Date:	04/24/2018
	<i>592-172-818.000</i>	HS&E	10.00
	592-172-818.000	Labor	180.00
OVERHEAD DOOR CO. OF WHITMOR	E LAKE	Invoice Amount:	\$490.00
Fire Station #1 door repair		Check Date:	04/24/2018
. не осилен и д останование.	101-336-776.000	Fire Station #1 door repair	490.00
OVERHEAD DOOR CO. OF WHITMOR	E LAKE	Invoice Amount:	\$1,146.35
		Check Date:	04/24/2018
Fire Station #3 door repair	101-336-776.000	Sta#3 overhead door repair 3/6/18	1,146.35
MICHIGAN LINEN SERVICE		Invoice Amount:	\$84.35
		Check Date:	04/24/2018
Uniforms	592-172-758.000	Uniforms 3/23/18	84.35
SHI International Corp.		Invoice Amount:	\$51.47
		Check Date:	04/24/2018
Replacement Charging Cable for Lapt	op QUOTE 0 <i>592-172-973.010</i>	HP Smart Power Adapter-65 Watt	51.47
SPALDING DEDECKER ASSOCIATES,	INC.	Invoice Amount:	\$1,745.00
Engineering Related to Cable		Check Date:	04/24/2018
Engineering related to cable	101-290-818.000	Inv #75968-DTE Underground-Beck & Clippe	157.50
	101-290-818.000	Inv #75969 123 NET-47911 Halyard	440.00
	101-290-818.000	Inv #75970-45700 Mast	237.50
	101 <b>-29</b> 0-818.000	Inv #75972-Comcast CX662936RLR17	295.00
	101-290-818.000	Inv #75974-Comcast CX18114856TDG17	295.00
	101-290-818.000	Inv #75975-Comcast CF669019RLR17-B	205.00
	101-290-818.000	Inv #75978-Comcast-CX18511979TDG	<i>57.50</i>
	101-290-818.000	Inv #75979-Concase #CX18420296TDG18	57.50
OFFICE DEPOT		Invoice Amount:	\$210.62
March 2018 Office Supplies		Check Date:	04/24/2018
Hardi 2010 Office Supplies	226-226-727.000	Binder 2 in	12.99
	226-226-727.000	Binders 1 1/2 in	19.98
	592-172-727.000	Hanging and File folders, Misc supplies	177.65
CORRIGAN OIL COMPANY		Invoice Amount:	\$1,979.72
Fuel 3/27/18		Check Date:	04/24/2018
1 dc. 3/2//10	592-291-863.000	Gas 87 - Ethanol	1,147.32
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix	821.31
	592-291-863.000	Fuel Tax Recap	11.09
JACK DOHENY COMPANIES INC		Invoice Amount:	\$289.75
Tire for Vactor Truck		Check Date:	04/24/2018
THE TOT VACUOS TRUCK	592-291-851.000	Used tire	100.00
	592-291-851.000	Labor	172.50
	592-291-851.000	Shop supplies	17.25

#### Page: 2/12

ENDOR INFORMATION		INVOICE IN	IFORMATION	
NAPA Auto Parts of Plymouth			Invoice Amount:	\$37.24
vehicle supplies			Check Date:	04/24/2018
	101-336-863.000	Vehicle maintenance supplies	<del>-</del>	37.24
NORTHERN CONTROLS GROUP, INC			Invoice Amount:	\$648.34
Plymouth Twp Control System Service			Check Date:	04/24/2018
,	<i>592-443-937.000</i>	Installing Microsoft updates	on SCADA	560.00
	<i>592<del>-44</del>3-937.000</i>	Travel Time		60.00
	<i>592-443-937.000</i>	Mileage ———————————————————————————————————		28.34 
Core & Main			Invoice Amount:	\$2,659.56
Hydrant Parts QUOTE dated 2/26/18			Check Date:	04/24/2018
	592-291-934.000	O-Ring #258 Seat Ring A-39	5-1/4"	64.80
	592-291-934.000	H86 Seat Ring GSK 5/25"		282.96 1,191.72
	592-291-934.000 592-291-934.000	6' Lower Stem 5'6" Lower Stem		1,120.08
	392-291-934.000			<del></del>
HYDRO CORP			Invoice Amount:	\$1,779.00
Cross Connection Control - March 2018		6 6ti 6t/ A	Check Date:	04/24/2018 1,779.00
	592-291-804.000	Cross Connection Control - M		1,773.00
FELLRATH, PATRICK			Invoice Amount:	\$161.32
Mileage Reimbursement - March 2018			Check Date:	04/24/2018
	592-291-863.000	Mileage Reimbursement - Ma	arch 2018 ————————————————————————————————————	161.32
K & D PLUMBING, INC.			Invoice Amount:	\$655.00
PLUMBING REPAIRS AND POLICE DISPO	)SAL		<b>Check Date:</b>	04/24/2018
PEOPIDING KEYARIS AND FOLICE STORY	101-305-776.000	MARCH 28, 2018 INVOICE		655.00
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$194.59
medical supplies			<b>Check Date:</b>	04/24/2018
medical supplies	101-336-836.000	3M STETHOSCOPES		106.36
	101-336-836.000	TRAUMA DRESSING		33.53
	101-336-836.000 	END TUBE 5.5 MM		54.70
SEHI COMPUTER PRODUCTS			Invoice Amount:	\$790.92
Toner cartridges for HP Laserjet 500			Check Date:	04/24/2018
, one can wages to the care	101-215-727.000	CE400X High Yield Black Tol	ner	297.24 164.56
	101-215-727.000	CE401A Cyan Toner CE402A Yellow Toner		164.56
	101-215-727.000 101-215-727.000	CE403A Magenta Toner		164.56
	101 213 727.000			+520.00
K & D PLUMBING, INC.			Invoice Amount:	\$520.00 04/24/2019
SURE SEAL FLOOR DRAIN UNITS TO PE	REVENT S 101-305-776.000	SEAL FLOOR DRAINS	Check Date:	04/24/2018 520.00
	101-303-770.000	JUNE I LOOK DIVILITY		
CODE SAVVY CONSULTANTS LLC			Invoice Amount:	\$750.00 04/24/2019
FIRE ALARM PLAN REVIEW	101 331 010 000	THU/OTOE 1210 401 HADE	Check Date:	04/24/2018 255.00
	101-371-818.000 101-371-818.000	INVOICE 1319 tRUMPF INVOICE 1320 REMEDI		495.00
			Invoice Amount:	\$2,000.00
Ferguson Waterworks #3386			Check Date:	04/24/2018
VR Boxes for Meters Quote Dated 3/19	)/18 <i>592-172-780.000</i>	R900VR WALL MIU	CHECK Date.	2,000.00
			Invoice Amount:	\$198.33
IRON MOUNTAIN			Check Date:	04/24/2018
Storage Fees 4/1 - 4/30/2018			Circus pater	J-1, = 1, = 010

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VENDOR INFORMATION		INVOICE I	INFORPIA I TON	
	101-215-818.000 101-215-818.000	Storage Fees - April 2018 LATE FEE		195.40 2.93
COLUMN DYCTOTOLIS				
SPARTAN DISTRIBUTORS			Invoice Amount:	\$35.76
11761786 SEAL-GREASE	C10 C10 777 000	C1 C	Check Date:	04/24/2018
	510-510-737,000 510-510-737,000	Seal-Grease Freight		30.76 5.00
W.J.O'NEIL COMPANY			Invoice Amount:	\$5,800.78
CLEAN AND REPAIR GASKETS AND HEA			Check Date:	04/24/2018
	101-305-776.000	INVOICE 19795		2,552.34
	101-336-776.000	INVOICE 19795		232.03
	592-172-776.000 101-265-776.000	INVOICE 19795 INVOICE 19795		522.07 2,494.34
	101-203-770.000			
SPENCER OIL COMPANY			Invoice Amount:	\$877.17
552588 Gasoline for Hilltop 420.9 gals 0			Check Date:	04/24/2018
	510-510-737.000	Gasoline for Hilltop 420.9 G	als Oct Uni 	877.17
SPENCER OIL COMPANY			Invoice Amount:	\$17.98
679924 Cim-Tek Gas Filters			<b>Check Date:</b>	04/24/2018
	510-510-737.000	CIM-TEK 70010 GAS FILTER	?	<i>8.99</i>
	<i>510-510-737.000</i>	CIM-TEK 70012 GAS FILTER	?	8.99
SPENCER OIL COMPANY			Invoice Amount:	\$477.85
	iocol		Check Date:	04/24/2018
552589 Gasoline for Hilltop207.7 Gals D	510-510-737.000	Gasoline for Hilltop 207.7 D		477.85
NAPA Auto Parts of Plymouth	<del> </del>		Invoice Amount:	\$47.97
vehicle supplies			Check Date:	04/24/2018
verticie supplies	101-336-863.000	Vehicle supplies		47.97
HALT FIRE INC			Invoice Amount:	\$838.97
			Check Date:	04/24/2018
E3 batteries	101-336-863.000	E3 Batteries	CITCOR DUTCI	838.97
HALT FIRE INC		<u> </u>	Invoice Amount:	\$1,170.24
E1 air valves	101 776 067 000	Ed. Adminishmen	Check Date:	04/24/2018
<u> </u>	101-336-863.000	E1 Air valves		1,170.24
HALT FIRE INC			Invoice Amount:	\$168.00
U1 exhaust vent reprogrammed			Check Date:	04/24/2018
	101-336-863.000	U1 reprogrammed exhaust	vent control	168.00
CYNERGY PRODUCTS			Invoice Amount:	\$613.87
E3 wireless headset repair			Check Date:	04/24/2018
ES Wilcless Headset Tepan	101-336-851.000	E3 headset repair 3/12/18		613.87
OVERHEAD DOOR CO. OF WHITMORE	LAKE		Invoice Amount:	\$594.25
			Check Date:	04/24/2018
Overhead door repair station #1	101-336-776.000	Replaced rollers on door Sta		594,25
TradeMacter Inc			Invoice Amounts	\$2.079.00
TradeMaster, Inc. Annual software renewal-Mobile Eyes			Invoice Amount: Check Date:	\$2,078.00 04/24/2018

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VENDOR INFORMATION		INVOICE INFORMATION					
Michigan Academy of Emergency Serv	1		Invoice Amount:	\$70.00			
CPR registration and cards for participa	ants 101-336-885.000 101-336-885.000	Heartsaver CPR/AED cards Roster	Check Date:	04/24/2018 60.00 10.00			
HASTINGS AIR-ENERGY CONTROL			Invoice Amount:	\$890.95			
Sta#2 exhaust system repair	101-336-776.000	Sta#2 repair of exhaust syst	Check Date:	<b>04/24/2018</b> <i>890.95</i>			
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$14.37			
medical supplies	101-336-836.000	TRAUMA DRESSING	Check Date:	04/24/2018 14.37			
SPARTAN DISTRIBUTORS	-		Invoice Amount:	\$460.25			
GC 111419 Switch out engine & clutch	from one c 510-510-737.000 510-510-737.000 510-510-737.000	Pick-up and Delivery Labor to perform switch Gasket-Muffler	Check Date:	<b>04/24/2018</b> 150.00 300.00 10.25			
CHARTER TWSP OF PLYMOUTH			Invoice Amount:	\$3,641.65			
Senior Transportation - Jan 2018	101-955-885.000	COMMUNITY SERVICE	Check Date:	<b>04/24/2018</b> <i>3,641.65</i>			
CHARTER TWSP OF PLYMOUTH			Invoice Amount:	\$2,242.78			
Senior Transportation - Feb 2018	101-955-885.000	COMMUNITY SERVICE	Check Date:	04/24/2018 2,242.78			
CHARTER TWSP OF PLYMOUTH			Invoice Amount:	\$1,986.24			
Senior Transportation - March 2018	101-955-885.000	COMMUNITY SERVICE	Check Date:	04/24/2018 1,986.24			
DANULOFF, LYLE D., PHD.			Invoice Amount:	\$500.00			
Police Service Aide Psychological Evalu	nation on Sh 101-325-818.000	Evaluation for hire - Shanno	Check Date:	04/24/2018 500.00			
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35			
Uniforms	592-172-758.000	Uniforms 4/6/18	Check Date:	04/24/2018 84.35			
RICOH USA, INC.			Invoice Amount:	\$310.81			
Service agreement	592-172-818.000 101-253-727.000	Ricoh 4/1/18 to 6/30/18 Ricoh 4/1/18 to 6/30/18	Check Date:	<b>04/24/2018</b> 239.58 71.23			
Core & Main			Invoice Amount:	\$114.62			
Hydrant Oil	592-291-934.000 592-291-934.000	A-51 Gallon of Hydrant Oil FREIGHT	Check Date:	<b>04/24/2018</b> <i>99.62</i> <i>15.00</i>			
Core & Main			Invoice Amount:	\$410.80			
VERBAL-Dan/ Curb box parts	592-291-935.000	5'6" 5603 AP Curb Box/ 48'	Check Date:	<b>04/24/2018</b> 410.80			
MICHIGAN LINEN SERVICE			Invoice Amount:	\$106.13			
Uniforms + 18000 Sweatshirt sold			Check Date:	04/24/2018			
	592-172-758.000 592-172-758.000	Uniforms 3/30/18 18000 Sweatshirt		84.35 21.78			

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ENDOR INFORMATION	INVOICE INFORMATION						
Bidigare Contractors, Inc.		Invoice Amount:	\$5,761.50				
-	Arbor Pd	Check Date:	04/24/2018				
1/1/18 Water Main Repair at 41605 Ann A	592-291-932.000	41605 Ann Arbor Rd- Labor, materials etc	5,761.50				
GFL Environmental USA, Inc.		Invoice Amount:	\$195.00				
		Check Date:	04/24/2018				
DPW RECYCLE CENTER	226-226-810.500	03/21/18 - CARDBOARD/PAPER RECYCLE	195.00				
GFL Environmental USA, Inc.		Invoice Amount:	\$1,475.00				
		Check Date:	04/24/2018				
TWP FACILITIES - APR 2018 Fees	101-691-931.000	TWP PARK TRASH/RECYCLE/YARDWASTE	577.00				
	101-336-776.000	FIRE STN 3 TRASH	54.90				
	101-691-931.000	LK PNT SOCCER PARK TRASH	116.40				
	101-265-776.000	TWP HALL TRASH/RECYCLE	<i>291.00</i>				
	592-172-776.000	DPW TRASH	116.40				
	510-510-737.000	HILL TOP GOLF COURSE TRASH/RECYCLE	<i>264.40</i>				
	101-336-776.000	FIRE STN 2 TRASH	54.90 				
KONICA MINOLTA BUSINESS SOLUTIOI	NS	Invoice Amount:	\$498.49				
Printer/Copier meter charges - March 20		Check Date:	04/24/2018				
Printer/Copier meter charges - March 20	101-371-727.000	Bldg Color Copies 1006	102.07				
	101-371-727.000	Bldg B&W Copies 1213	12.49				
	101-215-727.000	Clerk Color Copies 4397	368.73				
	101-215-727.000	Clerk B&W Copies 1383	15.20				
PRINTING SYSTEMS INC		Invoice Amount:	\$42.05				
	nool Bd Af	Check Date:	04/24/2018				
Form 411 Recall Petition, Form 5642 Sch	101-262-727.000	Form 411 Recall Petition - box of 50	13.00				
	101-262-727.000	Form 5642 School Bd Affidavit - 25/box	19.00				
	101-262-727.000	UPS Ground	10.05				
JACK DOHENY COMPANIES INC		Invoice Amount:	\$169.25				
		Check Date:	04/24/2018				
Replacement Hydraulic hose for jet	592-291-851.000	Lead Hose 1" x 25'	160.00				
	592-291-851.000	Hydraulic Oil	9.25 				
JACK DOHENY COMPANIES INC		Invoice Amount:	\$335.00				
		Check Date:	04/24/2018				
SAW Grant Sprayer for cutting tree root	592-172-973.080	JS EQ GUN GUN ASSEMBLY	335.00				
PARAGON LABORATORIES		Invoice Amount:	\$75.00				
		Check Date:	04/24/2018				
5 Mile Bact- 5 Mile Tower	592-172-818.100	5 Mile Bact April Colilert 18	<i>35.00</i>				
	592-172-818,100	5 Mile Bact April Job Charge adjustmen	5.00				
	592-172-818.100	5 Mile Bact April (Day 2) Colilert 18	35.00				
CORRIGAN OIL COMPANY		Invoice Amount:	\$1,374.17				
		Check Date:					
Fuel 4/5/18	592-291-863.000	Gas 87 - Ethanol	645.30				
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix	721.05				
	592-291-863.000	Fuel Tax Recap	7.82				
AIRGAS USA, LLC		Invoice Amount					
oxygen tanks		Check Date					
			<i>314.29</i>				

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VENDOR INFORMATION		INVOICE	INFORMATION	
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$38.25
Prisoner Blanket Cleaning Inv. 397962	3/22/18 <i>101-325-851.400</i>	Blanket Cleaning	Check Date:	04/24/2018 38.25
RAS Engineering, LLC			Invoice Amount:	\$401.40
Vehicle Outfit - Vehicle 17-4 Inv. 2419	3/20/18		Check Date:	04/24/2018
	101-305-863.000	LTE Cell/PCS, GPS Black F	Perm Mount	120.00 208.65
	101-305-863.000	Whelen Siren Speaker		208.65 25.00
	101-305-863.000 101-305-863.000	DVR Face Plate 1156 Bulb		2.75
	101-305-863.000	Troy Cup Holder		45.00
L-3 COMMUNICATION MOBILE-VISIO	 N INC		Invoice Amount:	\$153.00
			Check Date:	04/24/2018
Check DVR for error Inv. 0314317-IN	101-305-851.000	Service Labor 3/14/18		125.00
	101-305-851.000	Ship/Handling		28.00
MICHIGAN, STATE OF			Invoice Amount:	\$90.00
SOR Registration - February 2018 Inv.	551-5085		Check Date:	04/24/2018
SON Registration Tebraary 2020 2000	101-305-818.000	SOR Registration - Period	f Ending 2/28/18 	90.00
CORPORATE CLEANING GROUP INC			Invoice Amount:	\$2,571.50
BUILDING CLEANING			Check Date:	04/24/2018
BOIEDING CLEANING	592-172-776.000	INVOICE 3518		345.00
	101-265-858.000	INVOICE 3518		60.00 87.50
	101-325-818.400	INVOICE 3506		914.76
	101-305-776.000 101-336-776.000	INVOICE 3506 INVOICE 3506		83.16
	592-172-776.000	INVOICE 3506		187.11
	101-265-776.000	INVOICE		893.97
MERCHANTS & MEDICAL CREDIT COR	RP, IN		Invoice Amount:	\$212.10
collection fees			Check Date:	04/24/2018
Conection rees	101-336-959.000	Collection fees		212.10
M H R BILLING SERVICES			Invoice Amount:	\$324.00
Monthly billig fees			Check Date:	04/24/2018 324.00
	101-336-959.000	Monthly billing fees		
NAPA Auto Parts of Plymouth			Invoice Amount:	\$24.37
vehicle supplies			Check Date:	04/24/2018 24.37
	101-336-863.000 	vehicle supplies		
NAPA Auto Parts of Plymouth			Invoice Amount:	\$1.49
vehicle supplies	101-336-863.000	Adapter	Check Date:	04/24/2018 1.49
NAPA Auto Parts of Plymouth			Invoice Amount:	\$15.00
			Check Date:	04/24/2018
tool pouch	101-336-863.000	Tool Pouch		15.00
NAPA Auto Parts of Plymouth			Invoice Amount:	\$14.58
			Check Date:	04/24/2018
car wax	101-336-863.000	car wax		14.58
PHYSIO-CONTROL, INC.			Invoice Amount:	\$309.36
			Check Date:	04/24/2018
Laryyngoscope blades				

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ENDOR INFORMATION			INFORMATION	
	101-336-836.000	Laryngoscope blades		309.36
PLYMOUTH RUBBER & TRANSMISSIO	N		Invoice Amount:	\$15.88
vacuum breaker	101 226 776 000		Check Date:	04/24/2018
	101-336-776.000	vacuum breakers		15.88
WITMER PUBLIC SAFETY GROUP INC			Invoice Amount:	\$10.99
freight	101-336-851.000	freight on Invoice E168201	Check Date:	04/24/2018 10.99
		Trongin of mirote 220202	<u> </u>	
CITY OF INKSTER			Invoice Amount: Check Date:	\$322.00
FF Boots - Nick Hansen	101-336-758.100	FF Boots -	Check Date:	04/24/2018 322.00
MICHIGAN, STATE OF			Invoice Amount:	\$200.00
Rescue Application Renewal Fee			Check Date:	04/24/2018
	101-336-727.000 	Rescue Application Renew	al Fee 	200.00
KSS Enterprises			Invoice Amount:	\$469.25
BLANKET PO 2018			Check Date:	04/24/2018
	101-691-931.000 	BLANKEY PO 2018		469.25 
OCCUPATIONAL HEALTH CENTERS OF	MI		Invoice Amount:	\$84.00
Random Drug Test - Dan Hamann - 4/9	9/18 <i>592-172-818.100</i>	DPW - Random Drug - Hai	Check Date:	04/24/2018 84.00
Sheldon Road Auto Service			Invoice Amount:	\$561.80
Tires - Invoice - C-067395 (Park Truck,	453) <i>101-691-863.000</i>	Truck tires	Check Date:	<b>04/24/2018</b> 561.80
BLACKWELL FORD INC.			Invoice Amount:	\$568.66
Parks Vehicle Repair - Invoice # 32880	1		Check Date:	04/24/2018
	101-691-863.000	Parks Vehicle - Invoice # .	328801 	568.66
Thomas Reuters -WEST PAYMENT CEN	ITER		Invoice Amount:	\$289.00
Clear Investigations Advanced Inv. 837	781940 3/		Check Date:	04/24/2018
	101-305-960.000	February 1-28, 2018	<u> </u>	
FEDEX			Invoice Amount:	\$18.52
Package Shipped 3/9/18 Inv. 6-125-76		Cat. Estacy/Simunities To	Check Date:	04/24/2018 18.52
	101-305-727.000	Sgt. Fetner/Simunition Tes		
CINTAS CORPORATION - 300			Invoice Amount:	\$199.61
Mat service for P.D. Inv. 300221089 3/	23/18 <i>101-305-776.000</i>	Mats for pd/Active Scrape	Check Date:	<b>04/24/2018</b> <i>199.61</i>
OFFICE DEPOT			Invoice Amount:	\$189.99
Lockup Supplies Inv. 118564828001 2	/23/18		Check Date:	04/24/2018
	101-325-727.000	Toner for Communications	s Center	189.99
KONICA MINOLTA BUSINESS SOLUTI	ONS		Invoice Amount:	\$99.74
Maint. Agreement - Bizhub C364E Inv.	900443645 <i>101-305-851.000</i>	2/26/18 - 3/25/18 coverag	Check Date: ge dates	<b>04/24/2018</b> <i>99.74</i>
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$209.97
Uniform Equip/Fetter Inv. 70287 3/26	/18		Check Date:	04/24/2018
	101-305-758.000	Uniform Pants		164.97

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ENDOR INFORMATION	INVOICE INFORMATION			
	101-305-758.000	Uniform Sap Pocket		45.00
HALT FIRE INC			Invoice Amount:	\$180.00
E2 brake adjustment			Check Date:	04/24/2018
cz brake adjustificiie	101-336-863.000	E2 brake adjustment		180.00
TOWN ENGRAVER, INC.			Invoice Amount:	\$10.00
Engraved Locker Plates for New Employe	ee 3/26/1		Check Date:	04/24/2018
englaved bocker ridges for New Employs	101-305-758.000	Burnett Locker Plate		5.00
	101-305-758.000	Shipping & Handling		5.00
B & R JANITORIAL SUPPLY			Invoice Amount:	\$1,804.49
Janitorial supplies for station 1,2 & 3			Check Date:	04/24/2018
Samtonal Supplies for Station 1/2 a s	101-336-776.000	Tissue gpc168-80		168.96
	101-336-776.000	TOWELS 21001100		132.84
	101-336-776.000	EZ FOAM KPC68041		64.95
	101-336-776.000	FEBREEZE PGC96257		<i>37.50</i>
	101-336-776,000	CHAMP DISEN. CHS5157		28.35
	101-336-776.000	BOWL CL CAN320Q		<i>52.78</i>
	101-336-776.000	URINAL BLKS ODO95896		60.94
	101-336-776.000	BOWL MOP 40070700		23.50
	101-336-776.000	PK LM DROP 10031210		66.01
	101-336-776.000	PK SCX4 10031340		<i>66.48</i>
	101-336-776.000	PK SCX4 10031330		<i>33.23</i>
	101-336-776.000	PUMP ECON IMP904A		17.00
	101-336-776.000	BLEACH 10005800		23.10
	101-336-776.000	DRYER SH CDC1499 5		48.41
	101-336-776.000	CTR FLD TWL 21000810		41.29
	101-336-776.000	SOAP ACP162G		29.40
	101-336-776,000	SCRUBBER PAD174		3.66
	101-336-776.000	DISH PACS PGC97716		224.04
	101-336-776.000	TOWELS 21002900		112.47
	101-336-776.000	CLX WIPES CL001594		330.32
	101-336-776.000	1.5 MIL BLK 21004200		58.86
	101-336-776.000	55G 3858 LINERS 21004500	7	138.48
	101-336-776.000	EZ DEG 10000233	,	41.92
WARRING ATD LLC			Invoice Amount:	\$110.00
NORTH BREATHING AIR, LLC			Check Date:	04/24/201
Air Sampling Analysis	101-336-851.000	AIR SAMPLE/IAB ANALYSIS	Check Date.	110.00
W.W.WILLIAMS			Invoice Amount:	\$250.00
			Check Date:	04/24/201
E3	101-336-863.000	Check engine and replace o		250.00
A STAGE THE CTREET PROBLEMANCE			Invoice Amount:	\$1,663.00
ACROSS THE STREET PRODUCTIONS			Check Date:	04/24/201
4 TRAINING, 2 RENEWAL FEES	101-336-960.000	4 BLUE CARD TRAINING AN		1,663.00
		·		\$31.9
BATTERIES PLUS BULBS			Invoice Amount:	•
BATTERIES			Check Date:	04/24/201
DALLEMES	101-336-851.000	48 BATTERIES		31.97 
FIREHOUSE DECALS, INC			Invoice Amount:	\$108.00
DECALS			Check Date:	04/24/201
DECACS		108 DECALS		108.00

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ENDOR INFORMATION  B & R JANITORIAL SUPPLY			NFORMATION Invoice Amount:	\$516.40
			Check Date:	04/24/2018
lanitorial supplies for station 1,2 & 3	101-336-776.000	DET DIA06354		349.48
	101-336-776.000	DISEN CL;008033		166.92
GFL Environmental USA, Inc.			Invoice Amount:	\$102,476.64
MAR 2018 - RESIDENTIAL COLLECTION	]		Check Date:	04/24/2018
PIAN 2010 NESIDENTIAL GOLLEGIS	226-226-810.000	MAR 2018 TRASH		66,226.40
	226-226-810.000	MAR 2018 RECYCLING		18,473.68
	226-226-810.000	MAR 2018 YARD WASTE		17,776.56
GENPOWER PRODUCTS INC.			Invoice Amount:	\$2,402.46
Replacement radiator, upper & lower ho	oses, heat		Check Date:	04/24/2018
, , ,	<i>592-172-776.000</i>	Radiator, hoses, discount,		1,372.46 280.00
	592-172-776.000	Disposal, Freight, Mileage	(40 Miles)	750.00
	592-172-776.000	Labor (6 Hours)		
GENPOWER PRODUCTS INC.			Invoice Amount:	\$984.32
T-Stat, Gasket, Water Pump, & Labor Q	uote Date		Check Date:	04/24/2018 84.32
, , , , , , , , , , , , , , , , , , , ,	592-172-776.000	T-Stat, Gasket, Water Pun	np, 10% discount	750.00
	592-172-776.000 592-172-776.000	Labor Disposal, Freight & Mileage	e/34 miles)	150.00
		Disposal, Freight & Fineage		
Mark & Nancy Katulski			Invoice Amount:	\$350.00
PERMIT REFUND			Check Date:	04/24/2018 350.00
	101-371-965.000	REFUND PB17-0003		
BLOOM ROOFING SYSTEMS INC.			Invoice Amount:	\$520.00
ROOF LEAK			Check Date:	04/24/201
NOO! LEAN.	101-305-776.000	INVOICE 14302		520.00
CODE SAVVY CONSULTANTS LLC			<b>Invoice Amount:</b>	\$475.00
SPRINKLE SYSTEM PLAN REVIEW			Check Date:	04/24/201
SPRINCLE STATEM PEAN REVIEW	101-371-818.000	INVOICE 1322		475.00
ALPHAGRAPHICS #336			<b>Invoice Amount:</b>	\$103.00
New Business Cards - Sergeant Bryan	Rupard		Check Date:	04/24/201
New Business Cards - Sergeant Dryan	101-305-727.000	Quantity 500 (two-sided L	business cards)	103.00 
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$140.9
	6/18		Check Date:	04/24/201
Uniform Equip/Burnett Inv. 70273 3/2	101-305-758.000	Uniform S/S Shirt		140.97
A C C TNC			Invoice Amount:	\$204.4
A.S.C., INC	00 3/27/19		Check Date:	04/24/201
Replaced Lobby Card Reader Inv. 4459	101-305-776.000	Security Service Labor		104.00
	101-305-776.000	Prox Reader		100.47
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$24.7
	3/70/19		Check Date:	04/24/201
Prisoner Blanket Cleaning Inv. 398311	101-325-851.400	Blanket Cleaning		24.75
DETE VENTAL			Invoice Amount:	\$350.0
RIZE, KEVIN	urco - Inv. C		Check Date:	04/24/201
PPCT Defensive Tactics Instructor Cou	101-305-960.000	Officer McParland - May		350.00

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VENDOR INFORMATION	INVOICE INFORMATION			
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$49.99
Uniform Equip/Ripp Inv. 70386 3/30/18	101-305-758.000	Uniform S/S Polo Shirt	Check Date:	04/24/2018 49.99
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$76.99
Uniform Equip/Rupard Inv. 70382 3/30/3	L8 <i>101-305-758.000</i> <i>101-305-758.000</i>	Uniform Pants w/Braid Uniform SAP Pocket	Check Date:	<b>04/24/2018</b> <i>64.99</i> <i>12.00</i>
	101 303 730.000			
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$70.97
Uniform Equip/Rupard Inv. 70383 3/30/3	18 <i>101-305-758.000</i>	Uniform L/S Shirt	Check Date:	04/24/2018 48.99
	101-305-758.000	Uniform Sgt. Chevrons (Set)		3.00
	101-305-758.000	Uniform Tie		4.99
	101-305-758.000	Uniform Name Bar		13.99 
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$732.98
Point Blank Hi Lite Vest II Black MCAXII	Ofc. Bur		Check Date:	04/24/2018
	101-305-758.000 101-305-758.000	Serial SB7000269008/SF7000 Uniform Handcuffs	0629024	699.99 32.99
FIRING LINE			Invoice Amount:	\$431.97
Supplies for Maintenance of Dept. Firearr	ms Inv. 1		Check Date:	04/24/2018
Supplies for Maintenance of Dept. Firedin	101-305-851.000	Shotgun Shells		150.00
	101-305-851.000	Cleaning Supplies		
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$33.75
Prisoner Blanket Cleaning Inv. 399024 4/	12/18 <i>101-325-851.400</i>	Blanket Cleaning	Check Date:	04/24/2018 33.75
OAKLAND COUNTY			Invoice Amount:	\$7,026.25
Clemis Fees - Jan - March Inv. CLM0009:	321 3/30/		Check Date:	04/24/2018
Cicinis (CCS Sail Flater 2000 CES)	101-325-818.000	Membership Usage Fee		1,741.50
	101-325-818.000	MDC Participation Fee Crimemapping		3,282.00 75.00
	101-325-818.000 101-325-818.000	Livescan (April-June 2018)		927.75
	101-325-818.000	Mug Capture Stn Maint (Apr	il-June 2018)	1,000.00
CDW GOVERNMENT INC			Invoice Amount:	\$26.60
Server Support SCADA Server 6 mo CoTo	erm SFI 1		Check Date:	04/24/2018
Selver Support SCADA Server o mo con	101-290-941.000	Srvr MXQ4100377 Support	24x7x4hr 6 Mo	<i>26.60</i>
KNIGHT TECHNOLOGY GROUP, INC.			Invoice Amount:	\$150.00
Firewall monitoring Apr 2018 - Inv# 110	36		Check Date:	04/24/2018
THEWall Monitoring Apr 2010 1111 1110	101-290-941.000	Firewall Monitoring - Apr 20	118	150.00
MUNICIPAL WEB SERVICES			Invoice Amount:	\$40.00
Constant Contact Supscription Mar 2018			Check Date:	04/24/2018
Constant Contract Capacity	101-290-941.000	List Serve Constant Contact	- Mar 2018	40.00
KONICA MINOLTA BUSINESS SOLUTIONS			Invoice Amount:	\$166.88
Maintenance 3/01/18 - 3/31/18			Check Date:	04/24/2018
Transcription of the second	101-171-727.000	C454e Copier Maintenance		35.04
	101-201-851.000	Maint.		6.68 8.34
	101-400-851.000 226-226-727.000	Maint. Maint.		8.34
	<i>592-172-818.000</i>	Maint		108.48

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VENDOR INFORMATION	INVOICE INFORMATION		
KONICA MINOLTA BUSINESS SOLUTIONS	Invoice Amount:	\$3.24	
Printer/Copier - Assessor - Invoice # 250950341 - 101-209-727.000	Check Date: Copier fees - Assessor	04/24/2018 3.24	
MCKENNA ASSOCIATES INC	Invoice Amount:	\$2,135.00	
Professional Services - Professional Services -Marc	Check Date:	04/24/2018	
101-371-818.500	Atd at & prep Mtgs - (5 hours @ \$97)	485.00 575.00	
101-371-818.500 101-371-818.500	Review 2274 - 15075 Beck Road Site Plan 2279: Verona Park - Cluster Housing	1,075.00	
101-5/1-610.500		<u> </u>	
MCKENNA ASSOCIATES INC	Invoice Amount:	\$4,186.00	
Professional Services March 2018 - Invoice # 21	Check Date:	<b>04/24/2018</b> <i>2,128.00</i>	
101-371-818.500 101-371-818.500	(5.60) 1/2 day on-site services (70%) (2.80) Full day on-site service	2,058.00	
	<u></u>	\$364.92	
WCA ASSESSING	Invoice Amount: Check Date:	\$364.92 04/24/2018	
WCA Assessing -March. 2018 Special Billing - Para  101-209-826.000	March 2018 Para Legal Services	364.92	
NAPA Auto Parts of Plymouth	Invoice Amount:	\$10.76	
Parks - Windshield Wash (4)	Check Date:	04/24/2018	
101-691-931.000	Invoice # 564523	10.76	
Elan Equipment, Inc.	Invoice Amount:	\$1,729.99	
Invoice # 1803049 - Final Payment - Extended De	Check Date:	04/24/2018	
101-290-978.000	Invoice # 1803049	1,729.99	
HEMMING,POLACZYK,CRONIN,SMITH,	Invoice Amount:	\$12,005.75	
March 2018 - Legal Prosecution and Legal Expens	Check Date:	04/24/2018	
101-290-825.000	Legal Prosecution	<i>5,302.50</i>	
101-290-827.000	Legal Expenses	<i>6,703.25</i>	
MAIN STREET AUTO WASH	Invoice Amount:	\$475.00	
Police Dept. Car Washes	Check Date:	04/24/2018	
101-305-863.000	February Car Washes	130.00 310.00	
101-305-863.000 101-305-863.000	March Car Washes April Car Washes	35.00	
PRIORITY ONE EMERGENCY	Invoice Amount:	\$209.99	
Uniform Equip/Officer S, Tiderington Inv. 7004046	Check Date: TRC Custom Carrier Black	04/24/2018 209.99	
101-305-758.000			
BLACKWELL FORD INC.	Invoice Amount:	\$161.77	
Vehicle Repair/126605 Inv. 328336 3/28/18	Check Date:	<b>04/24/2018</b> <i>161.77</i>	
101-305-863.000	Check cooling/replace marker lamp		
BLACKWELL FORD INC.	Invoice Amount:	\$15.00	
Vehicle Repair/C07494 Inv. 328387 3/28/18	Check Date:	04/24/2018	
101-305-863.000	Replace Tire	15.00	
BLACKWELL FORD INC.	Invoice Amount:	\$1,512.66	
Vehicle Repair/C41292 Inv. 326221 4/4/18	Check Date:	04/24/2018	
101-305-863.000	Replace radiator and sway bar bushings	1,512.66	
BLACKWELL FORD INC.	Invoice Amount:	\$136.13	
Vehicle Repair/157878 Inv. 328861 4/6/18	Check Date:	04/24/2018	
101-305-863.000	Oil Change/Replace Head Lamp Bulb 136.13		

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VENDOR INFORMATION	INVOICE INFORMATION		
BLACKWELL FORD INC.  Vehicle Repair/A66875 Inv. 328867 4/6/18  101-305-863.000	Oil Change	Invoice Amount: Check Date:	\$42.34 04/24/2018 42.34
<b>BLACKWELL FORD INC.</b> Vehicle Repair/C41292 Inv. 328898 4/6/18  101-305-863.000	Replaced right head lamp b	Invoice Amount: Check Date:	\$53.35 04/24/2018 53.35
<b>BLACKWELL FORD INC.</b> Vehicle Repair/124316 Inv. 329086 4/11/18 101-305-863.000	Oil Change/replace sensor	Invoice Amount: Check Date:	\$295.55 04/24/2018 295.55
BLACKWELL FORD INC. Vehicle Repair/126605 Inv. 329123 4/11/18	Oil change/replace air filter	Invoice Amount: Check Date:	\$58.22 04/24/2018 58.22
Thomas Reuters -WEST PAYMENT CENTER Clear Investigations Advanced Inv. 837946732 4/ 101-305-960.000	March 1-31, 2018	Invoice Amount: Check Date:	\$289.00 04/24/2018 289.00
	Total Amount	to be Disbursed:	\$203,067.96

Charter Township of Plymouth AP Invoice Listing - Board Report

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VENDOR INFORMATION

**INVOICE INFORMATION** 

**WAYNE COUNTY** 

**Invoice Amount:** 

\$245.00

December 2017 Prisoner Housing Inv. 294305 4/2

101-305-832.000

December Prisoner Housing

Check Date: 04/23/2018

245.00

**Total Amount to be Disbursed:** 

\$245.00

## Charter Township of Plymouth AP Invoice Listing - Board Report Weekly Page: 1/4

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/ENDOR INFORMATION		21(102022)	IFORMATION	
WESTERN TWNSPS UTILITIES AUTHOR	RITY		Invoice Amount:	\$278,477.03
WTUA - March 2018	T00 111 710 000		Check Date:	04/18/2018
	592-441-742.000	Monthly Charges		273,430.16
	592-441-743.000	YUCA IPP-IWC		4,403.83
	<i>592-443-937.000</i>	Country Acres Pump Station		643.04
TEAMSTER LOCAL # 214			Invoice Amount:	\$471.00
Teamster Local #214 April 2018			Check Date:	04/18/2018
	101-100-232.030	Bartlett, James		55.00
	101-100-232.030	Krueger, Randy		<i>58.00</i>
	101-100-232.030	Melow, Steven		<i>58.00</i>
	101-100-232.030	Overaitis, Joseph		<i>55.00</i>
	101-100-232.030	Scholten, James		55.00
	<i>101-100-232.030</i>	Thomas, James		52.00
	<i>101-100-232.030</i>	Nelson, David		50.00
	<i>101-100-232.030</i>	Pumphrey, Zachary		46.00
	101-100-232.030	Kitchen, Spencer		42.00
TECHNICAL, PROFESSIONAL AND OFF	ICE-		Invoice Amount:	\$496.00
TPOAM Union Deductions - April 2018			Check Date:	04/18/2018
TPOAM Official Decidedions - April 2020	101-100-232.060	Bonadeo, Karen E.		31.00
	101-100-232.060	Bono, Jennifer A.		<i>15.50</i>
	101-100-232.060	Devoto, Claudia P.		15.50
	101-100-232.060	Gordon, Cheryl		31.00
	101-100-232.060	Haack, David		31.00
	101-100-232.060	Jowsey, Nancy		31.00
	101-100-232.060	Kline, Anne E.		<i>15.50</i>
	101-100-232.060	Latawiec, Kelly		31.00
	101-100-232.060	Leclair, Diane L.		31.00
	101-100-232.060	MacDonald, Kenneth E.		31.00
	101-100-232.060	Martin, Carol R.		31.00
	101-100-232.060	Palmarchuk, Cheri		31.00
	<i>101-100-232.060</i>	Pawlowski, Donna E.		31.00
	101-100-232.060	Pumphrey, Kathryn		31.00
	101-100-232.060	Truesdell, Mary Ann		<i>15.50</i>
	101-100-232.060	Visel, Sarah J.		31.00 15.50
	101-100-232.060	Geletzke, Alice		
	101-100-232.060	Cobb, Kate Ciarelli, Joan		31.00 15.50
	101-100-232.060	Clarelli, Joan		
P.O.A.M PLYMOUTH TOWNSHIP			Invoice Amount:	\$1,775.16
POAM Union Deductions -April 2018			Check Date:	04/18/2018
10/11/0/110/110/110/110/110/110/110/110	<i>101-100-232.010</i>	Bartram, Brad		67.64
	<i>101-100-232.040</i>	Berezak, Jennifer		47.00
	101-100-232.040	Bulmer, Cassandra M.		52.00 52.00
	101-100-232.040	Clark, Kristina R.		67.64
	101-100-232.010	Coffell, Steven John		52.00
	101-100-232.040	Fell, Cynthia		67.64
	101-100-232.010	Fetter, Jeffery D.		67.64
	101-100-232.010	Fritz, Michael		67.64
	101-100-232.010	Hayes, Jason		67.64
	101-100-232.010	Hinkle, Michael T.		67.64
	101-100-232.010	King, Caitlin E.		67.6 <del>4</del>
	101-100-232.010	McParland, Jeffrey K.		67.64
	101-100-232.010	Ripp, Jason R.		47.00
	101-100-232.040	Rodriguez, Tracy		67.64
	101-100-232.010	Rozum, Charles J.		67.64

Schemanske, Jeremy

101-100-232.010

VENDOR INFORMATION		INVOICE IN	FORMATION	
	101-100-232.040	Smith, Stephanie		47.00
	101-100-232.010	Smitherman, Joseph A.		67.64
	101-100-232.010	Tiderington, Scott R.		67.64
	101-100-232.040	Turley, Melanie A.		47.00
	101-100 <b>-</b> 232.010	Warring, Aaron Thomas		67.64
	101-100-232.040	Bosworth Andrea		47.00
	101-100-232.010	Maples, Jeffry		67.64
	101-100-232.040	Spaulding, Kyle J		52.00
	101-100-232.040	Goodwin, Vanessa		47.00
	101-100-232.010	Wilder, Christopher		67.64
	<i>101-100-232.010</i>	McLean, Joshua		67.64
	101-100-232.010	Brothers, Matthew		67.64
	101-100-232.010	Burnett, Brian		67.64
C.O.A.M PLYMOUTH TOWNSHIP			Invoice Amount:	\$363.20
			Check Date:	04/18/2018
COAM Union Deductions April 2018	101-100-232.050	Fetner, William J.		72.64
	101-100-232.050	Krebs, Ryan		72.64
	101-100-232.050	Selpenko, Todd A.		72.64
	101-100-232.050	Hoffman, Marc		72.64
	101-100-232.050	Rupard, Bryan		<i>72.64</i>
			Invoice Amount:	\$3,530.72
ALERUS FINANCIAL				
Defined Contribution - April 13, 2018			Check Date:	04/18/2018
,	<i>101-325-714.050</i>	Define Contribution -Dispatch	(Employer)	1,268.76 882.68
	<i>101-100-231.000</i>	Employee Cont -all	<b>5</b> 1	
	101-305-714.030	Define Contribution-Police (El	K) 	1,379.28
BLUE CARE NETWORK OF MICHIGAN			Invoice Amount:	\$80,546.27
May 2018 Coverage Coverage - classes	7 & 8 (snr		Check Date:	04/18/2018
May 2018 Coverage Coverage Classes	101-171-714.000	Supervisor's Office		<i>522.10</i>
	101-201-714.000	IT Dept.		<i>1,347.02</i>
	101-253-714.000	Treasurer's Dept.		1,247.82
	101-305-714.000	Police		17,349.40
	101-325-714.000	Dispatch		8,927.92
	101-336-714.000	Fire		<i>18,795.62</i>
	101-371-714.000	Building		1,347.02
	592-172-716.000	Public Works		2,594.84
	101-305-714.500	Police - Retirees		9,924.00
	101-336-714.500	Fire - Retirees		18,490.53
BLUE CARE NETWORK OF MICHIGAN			Invoice Amount:	\$12,746.10
			Check Date:	04/18/2018
BCN -May 2018 Coverage - Classes 58	6 (spreads	Clerk's Office	Circuit Bato.	598.41
	101-215-714.000			1,430.19
	101-265-714.000	Township Hall (Haack)		2,142.31
	101-305-714.000	Police Dept.		1,430.19
	101-336-714.000	Fire Dept.		2,974.09
	101-371-714.010	Building Dept.		2,627.01
	592-172-716.000 226-226-714.000	DPW Dept. Solid Waste (Viesel)		1,543.90
			Tourise Amounts	e10 666 33
<b>BLUE CARE NETWORK OF MICHIGAN</b>			Invoice Amount:	\$10,666.33
BCN of MIchigan - Classes 9 & 10 - Ma	y 2018 - S		Check Date:	04/18/2018
	101-290-714.500	General Retirees Healthcare		4,862.55
	101-305-714.500	Police Retirees Healthcare		648.34
	101-325-714.500	Dispatch Retirees Healthcare	2	648.34
	101-336-714.500	Fire Retirees Healthcare		3,210.42
	<i>592-172-716.500</i>	Public Works Retirees Health	hcare	1,296.68

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# Charter Township of Plymouth AP Invoice Listing - Board Report

**INVOICE INFORMATION** 

**VENDOR INFORMATION** 

JOHN HANCOCK LIFE INSURANCE CO	).		Invoice Amount:	\$15,991.81
JOHN HANCOCK EMPLOYER PEN MAT			Check Date:	04/18/2018
	588-588-714.010	Friendship Station (Boyce)		230.63
	101-171-714.010	Supervisor's Office		1,515.06
	101-201-714.010	IT Services (Janks)		563.36
	101-215-714.010	Clerk's Office		1,780.89
	101-253-714.010	Treasurer's Office		954.29
	101-305-714.010	Police Dept.		536.74
	101-325-714.010	Dispatch (Bonadeo)		286.99
	101-336-714.020	Fire Dept		3,282.56
	101-336-714.010	Fire (Admin) (Jowsey)		249.75 1,486.36
	101-371-714.010 101-265-714.010	Building Dept. Township Hall (Haack)		238.39
	592-172-714.010	Public Services (Admin)		761.63
	226-226-714.010	Solid Waste (Visel)		299.81
	592-291-714.040	DPW		3,805.35
JOHN HANCOCK LIFE INSURANCE CO	 ),		Invoice Amount:	\$4,406.17
			Check Date:	04/18/2018
JOHN HANCOCK EMPLOYEE CONTRIE	101-100-231.000	Employee Contribution (EEN		4,406.17
BLUE CROSS/BLUE SHIELD OF MICH	IGAN	· · · · · · · · · · · · · · · · · · ·	Invoice Amount:	\$4,821.39
BCBS of MI - Retiree Health Care -Ma			Check Date:	04/18/2018
BCBS Of MI - Retifiee fleatiff Care -Ma	101-290-714.500	General Retirees		535.71
	101-305-714.500	Police Retirees		<i>535.71</i>
	101-336-714.500	Fire Retirees		3,749.97
NATIONWIDE RET SOL USCM/MIDW	EST		Invoice Amount:	\$16,702.41
Nationwide - Contribs, for payending	4/8/18- spre		Check Date:	04/18/2018
Nationwide Contribs. for payenaing	101-100-239.000	Contributions for payending	4/8/18	16,702.41
WOW! BUSINESS			Invoice Amount:	\$17.26
Internet Friendship Station Service Ch	arges -April		Check Date:	04/18/2018
The mendamp station service s.	101-265-854.000	Service Charges		16.22
	<i>588-588-921.000</i>	Taxes, surcharges & fees		1.04
WOW! BUSINESS			Invoice Amount:	\$117.85
Internet Friendship Station anf Twp. I	Hall April 20		Check Date:	04/18/2018
inclined menabing station and trops	588-588-921.000	Internet Friendship Station		7.07
	101-265-854.000	Internet - Twp. Hall	<u> </u>	110.78
COMCAST			Invoice Amount:	\$194.85
Internet service Inv. # 62253323 - A	pril 2018		Check Date:	04/18/2018
Internet service 1114. " Ozzasaca	101-691-931.000	Lakepointe Soccer fields		<i>64.95</i>
	101-336-921.000	FS#3		<i>64.95</i>
	101-325-853.400	Video arraignment		64.95
AT&T			Invoice Amount:	\$4,491.01
AT&T - Telephone Allocation March 2	2018 - R01-9		Check Date:	04/18/2018
The contract of the contract o	101-201-853.000	Information Services		307.11
	101-209-853.000	Assessing		183.38
	101-371-853.000	Building		511.17
	101-336-853.000	Fire		806.92
	101-305-853.000	Police		817.47
	101-171-853.000	Supervisor		477.91
	<i>101-253-853.000</i>	Treasurer		407.72

101-215-853.000

Clerk

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ENDOR INFORMATION	INVOICE INFORMATION			
	101-371-853.500	Community Development		190.27
	101-325-853.000	Dispatch		<i>307.51</i>
	592-172-853.000	Water/Sewer		113.19
	101-265-854.000	Twp Hall		73.02
	101-691-853.000	Park		57.20
AT&T			Invoice Amount:	\$621.79
AT&T - Video Arriagnment - Acct. # 73	4-R01-030		Check Date:	04/18/2018
ATAT VIGO ATTIGGRAPHENT ACCE. # 73	101-325-853.400	Video Aarraignment April 20	118	621.79
CONSUMERS ENERGY			Invoice Amount:	\$6,359.31
Consumers Energy monthly - March 20	18		Check Date:	04/18/2018
constances energy moneny trainer ex	101-171-921.000	Supervisor		272.93
	101-201-921.000	Info Services		146.04
	101-209-921.000	Assessing		78.13
	101-215-921.000	Clerk		237.19
	101-253-921.000	Treasurer		99.06
	101-305-921.000	Police		<i>783.81</i>
	101-325-921.000	Dispatch		<i>163.15</i>
	101-336-921.000	Fire		<i>1,674.9</i> 4
	101-371-921.000	Building		171.82
	101-371-921.500	Community Development		<i>96.25</i>
	101-691-921.000	Park		<i>578.39</i>
	226-226-921.000	Solid Waste		22.62
	592-172-921.000	DPW		1,213.29
	510-510-737.000	Golf Course		190.92
	<i>592-444-745.000</i>	DPW		128.72
	588-588-921.000	Friendship Staton		20.33
	101-265-854.000	Township Hall		318.57
	101-325 <b>-</b> 921.400	Dispatch - new		163.15
			to be Disbursed:	\$442,795.66

# Charter Township of Plymouth AP Invoice Listing - Board Report

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VENDOR INFORMATION			INVOICE INFORMATION	
35TH DISTRICT COURT			Invoice Amount:	\$500.00
POLICE BOND 4/11/2018			Check Date:	04/15/2018
• •	702-100-087.000	6075		500.00
35TH DISTRICT COURT	-		Invoice Amount:	\$341.00
POLICE BOND 04/09/2018			Check Date:	04/15/2018
TOLICE BOND O NONEDIO	702-100-087.000	6072		91.00
	702-100-087.000	6073		100.00
	702-100-087.000	6074		150.00
35TH DISTRICT COURT	<u> </u>		Invoice Amount:	\$300.00
POLICE BOND 04/09/2018			Check Date:	04/15/2018
FOLICE BOND 04/03/2010	702-100-087.000	6070		300.00
35TH DISTRICT COURT			Invoice Amount:	\$300.00
POLICE BOND 4/12/2018			Check Date:	04/15/2018
POLICE BOND 4/12/2016	702-100-087.000	6076		300.00
53RD DISTRICT COURT			Invoice Amount:	\$500.00
POLICE BOND 4/16/2018			Check Date:	04/15/2018
POLICE BOIND 4/10/2010	702-100-087.000	6079		500.00
35TH DISTRICT COURT	<del></del>		Invoice Amount:	\$200.00
			Check Date:	04/15/2018
POLICE BOND 4/16/2018	702-100-087.000	6077		100.00
	702-100-087.000	6078		100.00
			Total Amount to be Disbursed:	\$2,141.00

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VENDOR INFORMATION	_ <del>_</del>	INVOICE IN	FORMATION	
GUARDIAN ALARM CO			Invoice Amount:	\$105.00
8592782 Hilltop Golf Course Alarm April	18		Check Date:	04/11/2018
	510-510-737.000	Hilltop Golf Course Alarm April	7 18	105.00
Great Lakes Water Authority			Invoice Amount:	\$308,643.45
GLWA - February 2018 Water Usage Cha	arnes		Check Date:	04/11/2018
CENT TESTAGRY 2010 Protein Godge G.M.	592-441-741.000	GLWA February 2018 Water U	Isage	308,643.45
CHARTER TWSP OF PLYMOUTH	-		Invoice Amount:	\$1,457.28
Plymouth Township - Water/Sewer -Apr	II 2018 Bill		Check Date:	04/11/2018
Flymouth Township - Water/Sewer -Apr	101-171-921.000	Supervisor	oricon pater	37.02
	101-201-921.000	Information Services		19.82
	101-209-921.000	Assessors		10.60
	101-215-921.000	Clerk		32.19
	101-253-921.000	Treasurer		13.44
	101-265-854.000	Township Hall		52,33
	101-305-921.000	Police		106.36
	101-325-921.000	Communications/Dispatch		22.14
	101-336-921.000	Fire		406.60
	101-371-921.000	Building		23.32
	101-371-921.500	Community Development		13.06
	101-691-921.000	Park		384.80
	226-226-921.000	Solid Waste		3.07
	592-172-921.000	DPW Admin / General Expens	ρ	162.09
	510-510-737.000	Golf Course	<b>-</b>	91.09
	592-444-745.000	Power and Pumping		53.87
	588-588-921.000	Friendship Station		3.34
	101-325-921.400	Dispatch (Admin)		22.14
DTE ENERGY			Invoice Amount:	\$5,779.14
	1 0040		Check Date:	04/11/2018
DTE Service - Municipal Street Light Mai	rch 2018 <i>101-<del>44</del>6-920.000</i>	March Municipal Street Light	Check Date.	5,779.14
VERIZON WIRELESS	·		Invoice Amount:	\$899.01
	DE11 40		Check Date:	04/11/2018
March 2018 Wireless Billing Acct #2 MI		Dulldie e wireless devises	CHECK Date.	450.68
	101-371-853.000	Building wireless devices		930.00 0.27
	101-201-853.000	Info services wireless devices		
	101-336-853.000	Fire wireless devices	iDad	200.17
	101-691-853.000	Park foreman wireless device	IPAU .	40.01
	588-588-853.000	Friendship Station		110.48 52.64
	101-325-853.000	Dispatch		
	805-805-970.005	Sidewalk Expensse		(7.41)
	226-226-853.000 	Solid Waste - Sarah Visel		<i>52.17</i>
VERIZON WIRELESS			Invoice Amount:	\$802.88
March 2018 Wireless Billing Acct #1 - 58	35762923-		Check Date:	04/11/2018
-	<i>592-172-853.000</i>	DPW wireless devices		114.16
	101-201-853.000	Info services wireless devices		60.65
	101-336-853.000	Fire wireless devices		125.60
	101-691-853.000	Park foreman wireless device		50.09
	101-253-853.000	Treasurer Wireless Service		50.65
	101-305-853.000	Police Dept. wireless service		169.46
	101-371-853.000	Building Dept. Wireless Service	res	232.27
DTF FMFDCV			Invoice Amount:	\$26.44
DTE ENERGY			21110100 71111021101	7
DTE Service Miller Park -January 2018			Check Date:	04/11/2018

### Page: 2/2

VENDOR INFORMATION	INVOICE	INVOICE INFORMATION		
VERIZON WIRELESS		Invoice Amount:	\$61.07	
Verizon - Cell Phones for Park & Fire -March 2018		Check Date:	04/11/2018	
101-691-853. <i>0</i>	000 Park Cell phone		40.01	
101-336-853.0	000 Cell phone - fire		21.06	
COMCAST		Invoice Amount:	\$218.11	
Comcast High Speed Internet - Township Park - A		Check Date:	04/11/2018	
101-691-921.0	100 High Speed Internet - To	wnship Park	218.11	
COMCAST		Invoice Amount:	\$124.90	
Comcast High Speed Internet April 2018 - 9955 N		Check Date:	04/11/2018	
101-290-941.0	000 Comcast High Speed Inte	rnet April 2018	124.90	
ADP INC		Invoice Amount:	\$418.06	
Payroll processing for period ending 3/25/18		Check Date:	04/11/2018	
101-290-941.0	Payroll processing 3/25/1	8	418.06	
HARTFORD, THE		Invoice Amount:	\$6,845.58	
Insurance Premium Statement - April 2018 - spre		Check Date:	04/11/2018	
101-171-714.C	100 Supervisor's Dept.		259.58	
101-215-714.0	100 Clerk's Dept.		323.23	
101-201-714.0	100 IT Dept.		96.75	
101-253-714.0	100 Treasurer's Dept.		161.54	
101-305-714.L	100 Police		2,281.62	
101-325-714.C	000 Dispatch		647.28	
101-336-714.0	100 Fire		1,729.02	
101-371-714.0	100 Building		<i>285.13</i>	
588-588-714.C	•		48.81	
<i>592-172-716.</i> 0			902.22	
101-265-714.0	'	•	50.10	
226-226-714.0	000 Solid Waste Dept.		60.30	
	Total Amour	nt to be Disbursed:	\$325,380.92	

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d Report Ronalill	×

VENDOR INFORMATION			INVOICE INFORMATION	
35TH DISTRICT COURT			Invoice Amount:	\$300.00
POLICE BOND 03/28/2018			Check Date:	04/01/2018
	<i>702-100-087.000</i>	6056		200.00
	702-100-087.000	6057		100.00
35TH DISTRICT COURT			Invoice Amount:	\$300.00
POLICE BOND 03/27/2018			Check Date:	04/01/2018
	702-100-087.000	6055		300.00
3RD CIRCUIT COURT			Invoice Amount:	\$857.00
POLICE BOND 03/27/2018			Check Date:	04/01/2018
	702-100-087.000	6050		857.00
35TH DISTRICT COURT			Invoice Amount:	\$300.00
POLICE BOND 04/06/2018			Check Date:	04/01/2018
	702-100-087.000	6069		300.00
35TH DISTRICT COURT			Invoice Amount:	\$200.00
POLICE BOND 04/05/2018			Check Date:	04/01/2018
	702-100-087.000	6068		200.00
35TH DISTRICT COURT	•		Invoice Amount:	\$380.00
POLICE BOND 03/29/2018			Check Date:	04/01/2018
	702-100-087.000	6058		300.00
	702-100-087.000	6059		80.00
35TH DISTRICT COURT			Invoice Amount:	\$888.00
POLICE BOND 03/30/2018	•		Check Date:	04/01/2018
	702-100-087.000	6060		888.00
35TH DISTRICT COURT			Invoice Amount:	\$1,850.00
POLICE BOND 04/03/2018			Check Date:	04/01/2018
• •	702-100-087.000	6063		500.00
	702-100-087.000	6064		300.00
	702-100-087.000	6065		500.00
	702-100-087.000	6066		250.00
	702-100-087.000	6067		300.00
16TH DISTRICT COURT			Invoice Amount:	\$1,470.00
POLICE BOND 04/03/2018			Check Date:	04/01/2018
	702-100-087.000	6062		1,470.00
			Total Amount to be Disbursed:	\$6,545.00

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# Charter Township of Plymouth AP Invoice Listing - Board Report

Blog & April 8

VENDOR INFORMATION		INVOICE I	NFORMATION	
RH Construction LLC BD Bond Refund	701-100-202.701	BP18-0002 - PB18-0013	Invoice Amount: Check Date:	\$1,500.00 04/02/2018 1,500.00
SUMMIT CO BD Bond Refund	701-100-202,701	BBD17-0046 - PB17-1022	Invoice Amount: Check Date:	\$1,000.00 04/02/2018 1,000.00
		Total Amount	to he Dishursed:	\$2.500.00

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM E PUBLIC COMMENTS AND QUESTIONS

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM F.1 PRESENTATION BY DTE ENERGY

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM F.2 PROFESSIONAL SERVICES FOR STORMWATER PERMIT APPLICATION



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 24, 2018

ITEM: Township Stormwater (MS4) Permit - Professional Services Request

**PRESENTER:** Patrick J. Fellrath, P.E., Director of Public Services

David E. Richmond, P.E., Spalding DeDecker Associates, Inc.

#### **BACKGROUND:**

Township submitted an application for reissuance of its Stormwater (MS4) Permit to Michigan Department of Environmental Quality (MDEQ) in April 2016.

On April 4, 2018, MDEQ provided review comments and requested additional information on the permit application. Response to comments and additional information are due to MDEQ by May 21, 2018.

Township Engineer, Spalding DeDecker Associates, Inc., was requested to provide a proposal (see attached) to assist Township DPS in responding to MDEQ by the May 21 deadline.

**ACTION REQUESTED**: Approve

**BUDGET/ACCOUNT NUMBER:** Water and Sewer Fund / 592-172-820.000

MODEL RESOLUTION: I move to approve Resolution #2018-04-24-23, authorizing the professional services as listed on the attached proposal from Spalding DeDecker Associates, Inc. for an amount not to exceed \$9,600 for assisting Township DPS in responding to MDEQ review comments and request for additional information on Township's MS4 Permit application.

**ATTACHMENTS**: Proposal

# STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES

#### **RESOLUTION # 2018-04-24-23**

# RESOLUTION TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH SPALDING DEDECKER FOR ASSISTANCE ON MDEQ MS4 (STORMWATER) PERMIT APPLICATION

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on April 24, 2018 the following resolution was offered:

WHEREAS, the Township of Plymouth is required to complete and file a MS4 (Stormwater) Permit application with the Michigan Department of Environmental Quality (MDEQ),

WHEREAS, the MDEQ has requested additional information related particularly to regulatory requirements that must meet their standards, some of which are beyond the scope of a normal permit application and,

NOW, THEREFORE, BE IT RESOLVED THAT the Charter Township of Plymouth agrees to enter into a professional services agreement with Spalding DeDecker to provide the needed services as outlined in their April 16, 2018 to the Township, in an amount not to exceed \$9.600.00.

iviotion by: _	Seconded by:
	Roll Call Vote:
Ayes: Nays:	
Adopted:	Regular Meeting of the Board of Trustees on April 24, 2018
	Jerry Vorva, Clerk, Charter Township of Plymouth

STATE OF MICHIGAN ) COUNTY OF WAYNE )	ertification  true copy of the above Resolution, the original of
Jerry Vorva, Clerk Charter Township of Plymouth	Date

Resolution: 2018-04-24-23

## Engineering & Surveying Excellence since 1954

April 16, 2018

Mr. Patrick Fellrath Charter Township of Plymouth Director of Public Services 9955 N. Haggerty Road Plymouth, MI 48170

Re:

Scope of Services for

MS 4 Permit Application Assistance

Dear Mr. Fellrath:

Spalding DeDecker (SD) is pleased to have the opportunity to submit this proposal to you for consulting services. Based on the information we have received, the following is our understanding of the project and our scope of services.

#### PROJECT DESCRIPTION

It is our understanding that Plymouth Township would like assistance with addressing additional information that the Michigan Department of Environmental Quality (MDEQ) has requested on the required Municipal Separate Stormwater Storm Sewer System (MS4) Permit Application The Township has submitted the application to the MDEQ and they have requested additional information on the application, in particular on regulatory requirements. The regulatory requirements refer to the ordinances that require developers to implement stormwater control and pertain to the mechanism that the Township has to enforce the maintenance of the stormwater system. Spalding DeDecker has worked with other communities and school districts to complete the application and understand the requirements of the permit application

#### **SCOPE OF SERVICES**

Spalding DeDecker will provide the following scope of services to assist the Township with responding to the MDEQ's request for additional information.

The scope of services for this project are:

- 1. Assist the Township with ensuring that the regulatory requirements meet the standards of the MS4 permit.
- 2. Provide assistance as needed in responding to the MDEQ's request for additional information.
- 3. Attend meetings as need with Alliance of Rouge Communities (ARC).

### **FEES**

SDA will provide the above scope of services on an hourly basis for a not to exceed fee of \$9,600.00.

Thank you again for this opportunity to work with you and we look forward to hearing from you soon.

Sincerely,

Spalding DeDecker Associates, Inc.

David E. Richmond, P.E.

Project Manager

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM F.3 APPROVAL OF TRASH, RECYCLE, YARD WASTE CONTRACT



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE:	April 24, 2018
---------------	----------------

ITEM: 2018-20 Trash, Recycling and Yard Waste Contract, as discussed and agreed upon under Resolution #2018-03-27-09 for specified Township Facilities

PRESENTER: Supervisor Heise

**BACKGROUND:** The bid from Advanced Disposal for trash, recycle and yard waste services for Plymouth Township facilities was approved on March 27, 2018. The new two year agreement is attached. The agreement has been reviewed and approved by Kevin Bennett. The contract will be effective for two years upon execution of the agreement with a start date of June 1, 2018.

<u>PROPOSED MOTION</u>: I move to approve the contract with Advanced Disposal for Plymouth Township facility trash, recycling, and yard waste collection, and authorize the Supervisor to sign same.

Moved By _			Seconded	Ву		
ROLL CALL:						
Vorva	Curmi,	Clinton,	_Heitman,	_Doroshewitz,	_Dempsey,	_Heise

# Addendum 1, Page 1

# Charter Township of Plymouth Site Service and Price Detail 2018-2020 TRASH, RECYCLE, YARD WASTE

LOCATION	CONTAINER SIZE	WASTE STREAM	QUANTITY	FREQUENCY		PRICES
1. Department of Public Works					06/0	NTHLY FEE 01/18 thru
46555 Port Street			1 1	4 / 11/ 1		5/31/20
140333 FOREStreet	8 yard	Trash	1	1 / Week	\$	68.00
			1	On-Call*	\$	125.00
2. Fire Station II						
41212 Wilcox	2 Yard	TL	1	1 / Week	\$	25.00
	2 Yaru	Trash	1	On-Call*	\$	50.00
3. Fire Station III						
13600 Beck Rd	2 Yard Trash	1	1 / Week	\$	25.00	
			1	On-Call*	\$	50.00
4. Township Hall						
9955 N. Haggerty	8 Yard Trash		1	2 / Week	\$	136.00
	o tatu	Trash	1	On-Call*	\$	125.00
	4 Yard	Bocuela	1	1 / Week	\$	34.00
	4 raiu	Recycle	1	On-Call*	\$	75.00
5. Friendship Station						
42375 Schoolcraft	2 Vard	Tuest	1	1 / Week	\$	25.00
	2 Yard	Trash	1	On-Call*	\$	50.00

# The following locations incur seasonal variations in the number of collections

MONTHLY FEE 06/01/18 thru

A 11911						00/0	)1/19 turu
6. Hilltop Golf Course				•		05	5/31/20
47000 Powell	8 Months	6 Yard	Trash	1	2 / Week for 8 months	\$	100.00
	4 Months		110311	1	On-Call*	\$ 100  ths \$ 34  \$ 75  ths \$ 68  \$ 125  ths \$ 125  ths \$ 125  ths \$ 34	100.00
	8 Months	4 Yard	Recycle	1	1 / Week for 8 months	\$	34.00
	4 Months		Recycle	1	On-Call*	\$	75.00
7. Lake Pointe Soccer Pa							
144365 Haggerty	8 Months	8 Yard	Trash	1	1 / Week for 8 months	\$	68.00
	4 Months		114311	11	On-Call*	\$	125.00
							_
8. Township Park							
46640 Ann Arbor Trail	8 Months	8 Yard	Trash	2 cans	2 / Week for 8 months	\$	272.00
	4 Months	0.1414	110311	1	On-Call*	\$	125.00
	8 Months	4 Yard	Yard Waste	1	3 / Week for 8 months	\$	125.00
	4 Months		Taid Waste	1	On-Call*	\$	75.00
	8 Months	4 Yard	Recycle	1	1 / Week for 8 months	\$	34.00
	4 Months		Necycle	1	On-Call*	\$	75.00
							_
Advanced Disposal Service	es Solid Waste	Midwest, LLC		Charter Town	ship of Plymouth	_	
By:				By:			
				<u> </u>			·
Print Name:				Print Name:			



Print Name:

Advanced Disposal				
	SALESPERSON # BM	FEL <u>X</u>	_ RELX	ROL
SEDVICE	ACDEEMENT			

				DLIC	ICLI	COLL		. 1 1		
CU	STOMER #:					SITE #	f:			
Ne	w Account _	X Sei	rvice Inc	rease		Service Decrease Cancel				
Rat	e Increase _	Ra	te Decre	ase		Other			Reason Cod	le
CU	STOMER M	ASTER/BILLIN	G INFO	<u>DRMATI</u>	<u>ON</u>	SITE N	<u>MASTEI</u>	R MAINTEN	ANCE/SERV	ICE LOCATION
LE	GAL NAME:	Charter Township	of Plyr	nout <u>h</u>		NAME	: Charter	Township of	f Plymouth	
AD	DRESS LINE	E 1: 9955 North H	aggerty			ADDR	ESS LIN	E 1:Referenc	e Location and	Service
AD	DRESS LINE	E 2 <u>: Attn: Sarah V</u>	<u>isel</u>			ADDR	ESS LIN	E 2: list fo	or site detail	
CIT	Y: Plymouth	ST.	ATE: <u>M</u>	<u></u>		CITY:_	Plymou	<u>th</u>	STATE <u>: MI</u>	]
ZIP	CODE: 48	<u> 170 PHONE: (7</u>	<b>'34) - 4</b> 1	4- 1452		ZIP CC	DE:	РНО	NE: ()	
FA	X: ()									
EM	AIL: svisel@	plymouthtwp.org	r >							
CO	NTACT NAM	1E: Sarah Visel				EFFEC	TIVE DA	ATE OF AGE	REEMENT: 5/1	1/18
	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL	DISPOSAL CHARGE	MONTHLY CHARGES
>	Reference	Location list						RATE		
NEW										
				_						
OLD										
отн	ER CHARGES:						P.O. #			
\$0.0 <u>0</u>	Per Container pe	r Delivery or Pickup								
This : Custo	Service Agreeme mer, and the ind	ent ("Agreement") to lividuals executing th	gether wi is Agreem	th the Tern ent have al	ns and Con power and	ditions set authority t	forth here o do so.	ein is a legally	binding contract l	between Contractor and
	anced Disposa wanced")	al Services Solid	Waste N	Midwest,	LLC	Charte		hip of Plymo	uth	

#### TERMS AND CONDITIONS

Print Name:

SERVICES. Customer grants to Contractor the exclusive right to collect and dispose all of Customer's Waste Materials (as defined below). Contractor agrees to furnish such services and Equipment specified herein, in accordance with the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing.

TERM. The Initial Term of this Agreement is 2 years commencing on the Effective Date and may be renewed thereafter only by mutual written agreement of the parties. If Customer terminates this Agreement other than as provided above, or if Contractor terminates due to Customer's breach (including nonpayment), Customer shall pay to Contractor liquidated damages in an amount equal to the average of the Customer's invoices for the prior 3 months multiplied by 3; or if Customer has not been serviced for 3 months, an amount equal to Customer's most recent monthly charge multiplied by 3. If Customer no longer requires services solely due to the discontinuance or relocation of its business outside of Contractor's service area, then Customer may terminate this Agreement by providing 60 days prior written notice (via certified mail) and paying Contractor all amounts due up to termination.

EQUIPMENT. All equipment furnished to Customer or used by Contractor ("Equipment") shall remain Contractor's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, make alterations to, move or allow others to move the Equipment without Contractor's approval. Customer shall not overload the Equipment (by weight or volume) and if Contractor is assessed an overweight fine Customer shall reimburse Contractor for the costs of

such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Contractor to service the Equipment safely and efficiently. Customer shall secure the Equipment at all times to prevent unauthorized access and accepts sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted. NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all materials to be collected by Contractor are nonhazardous solid waste and recyclables ("Waste Materials") and will not contain: (i) any hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq, and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); or (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment ("Excluded Waste"). Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Contractor may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, exhuming, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Contractor upon collection. Customer shall at its expense provide

ACCESS. Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided then Customer will be notified and Contractor may make additional collection attempts, subject to "extra pick-up" or additional charges. Contractor shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Contractor's enclosure standards. Customer represents and warrants that any right-of-way used by Contractor to access the Equipment is sufficient to bear the weight of the Equipment and Contractor's vehicles. Contractor shall not be responsible for any damage to any curb, driveway or subsurface or enclosure except to the extent caused by Contractor's negligence or willful misconduct.

CHARGES & PAYMENT. Customer agrees to pay all invoice charges within 30 days of the invoice date or the minimum period required by law if greater. If payment is not made when due, Customer agrees that Contractor may charge a late fee for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Contractor may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Contractor's other rights, and such suspensionor removal shall not constitute termination of this Agreement unless Contractor so elects. Customer agrees that Contractor may charge, and Customer shall pay any suspension and reinstatement related fees, container exchange fees, relocation fees, fees for payments rejected due to non-sufficient funds. Contractor may, in its sole discretion, increase rates and fees to Customer to compensate Contractor for any actual increased costs incurred by Contractor with respect to any new or change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Contractor's business; DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER. Except for claims by Contractor for collection of its fees or indemnity or claims by Customer against Contractor for damage to real property or improvements thereon, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction. Customer acknowledges the service Contractor provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefor. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE AND FURTHER WAIVE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS IN ARBITRATION OR OTHERWISE. Any action (including arbitration) by Customer against Contractor whether related to this Agreement or any prior Agreement, must be brought within I year of the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by Contractor to the Customer and governed by the laws of that state. Customer shall notify Contractor in writing of any alleged breach by Contractor of this Agreement and allow Contractor at least 10 days to cure the same. Contractor shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Contractor by Customer, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

MISCELLANEOUS. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED. If a conflict exists in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. This Agreement is binding on the parties and their successors and assigns, provided that Customer may not assign this Agreement without the prior written consent of Contractor. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions. This Agreement may be executed in counterparts and by electronic transmission.

EQUAL EMPLOYMENT. Exec. Order11246, as amended, Sec.402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec.503 of the Rehabilitation Act of 1973, as amended, and Sec.61-250.10 and 61-300 (Vets-100A Reporting), Exec. Order13496 and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The parties agree to comply with the provisions of 29CFR part 471 and by the requirements of 41CFR60-741.5(a) as applicable.

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM F.4 CLASS INVESTMENT AUTHORIZATION



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD CONSIDERATION

MEETING DATE: April 24, 2018

ITEM: Proposal to Join the Michigan Cooperative Liquid Asset Security System (CLASS)

Investment Pool. Resolution #2018-04-24-22.

PRESENTER: Mark Clinton, Treasurer

#### **BACKGROUND:**

Michigan Public Act 20 of 1943 regulates how public agencies may invest their surplus funds. The Charter Township of Plymouth Investment Policy, adopted by Resolution 10-04-20-13, further defines how the Township's funds may be invested.

Michigan CLASS is a local government investment pool that allows public agencies to pool their surplus funds together to collectively earn interest on investments. The current rates of return exceed the highest available in our approved banking depositories by .6%.

Since 1991, Michigan CLASS has provided Michigan public agencies with a safe and competitive investment alternative. Michigan CLASS invests in instruments applicable to State of Michigan laws governing investment options for local agencies. Funds of the participating agencies are invested in prime or high-grade, short-term fixes income instruments selected to provide for program safety, liquidity and competitive rates of return. Michigan CLASS is rated AAAm by S&Ps Rating Services which is the highest possible money market fund rating.

#### Enclosures:

- a. Michigan CLASS Overview
- b. Acknowledgement of Receipt of Township's Investment Policy
- c. Current CLASS rates of return
- d. Participation Agreement

#### **RECOMMENDATION:**

Approve inclusion in the Michigan CLASS investment pool

#### **RESOLUTION:**

I move to approve Resolution #2018-04-24-22 which authorizes the Charter Township of Plymouth's inclusion in the Michigan CLASS investment pool through adoption of the attached Participation Agreement, subject to review and approval by the Township attorney.

# RESOLUTION TO JOIN MICHIGAN COOPERATIVE LIQUID ASSET SECURITY SYSTEM (CLASS) INVESTMENT POOL RESOLUTION #2018-04-24-22

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

WHEREAS, the Charter Township of Plymouth is a Public Agency under the Participation Agreement and is authorized by Michigan law and by its Investment Policy to invest its funds in certain investments (the "Permitted Investments"); and

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

#### NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1. The Charter Township of Plymouth adopts the Participation Agreement substantially in the form of Exhibit B which is incorporated in the Resolution by reference thereto and agrees to join with other Public Agencies to become a Participant under the terms of the Participation Agreement and to accept additional Public Agencies as new Participants without subsequent action.
- 2. The Charter Township of Plymouth agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of the Public Agency.
- 3. The Charter Township of Plymouth acknowledges and confirms the representation, warranties and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under Participation Agreement, upon which they may respectively rely.
- 4. The Charter Township of Plymouth hereby authorizes its Treasurer (the "Authorized Officer"), to take the following actions with regard to the participation of the Public Agency in the Participation Agreement:
  - a. Deliver a certified copy of this Resolution to Investment Advisor under the Participation Agreement.
  - b. Execute and deliver all notices, directions and instructions required or permitted by the Participation Agreement from the Public Agency or Participant.
  - c. Make contributions to the Investment Property as provided in the Participation Agreement and select all or part of the Surplus Funds (as defined in the Participation Agreement) to be contributed to the Investment Property.

- d. Consent to an amendment to the Participation Agreement on behalf of the Public Agency if such amendment is not materially adverse to the interest of the Public Agency, is necessary to conform to the Participation agreement with law, or is a technical change necessary to facilitate the intent of the Participation Agreement.
- 5. The Participant understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
- 6. All resolutions and parts of resolution in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.

Moved I	by:	Seconded by:								
ROLL CALL VOTE:										
	JV	, cc	, GH,	RD,	JD	KH,	МС			

## Michigan Cooperative Liquid Assets Securities System

#### What is Michigan CLASS?

Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is a local government investment pool that emphasizes safety, liquidity, convenience, and competitive yield. Since 1991, Michigan CLASS has provided Michigan public agencies a safe and competitive investment alternative. Michigan CLASS invests only in instruments applicable to state of Michigan laws governing investment options for public agencies. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected to provide for program safety, liquidity, and competitive rates of return as further defined by the Board's Investment Policy. Michigan CLASS is rated 'AAAm' by S&P Global Ratings. The 'AAAm' principal stability fund rating is the highest assigned to principal stability government investment pools and is a direct reflection of the outstanding credit quality and management of Michigan CLASS.

#### Who oversees and manages Michigan CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the Michigan CLASS Board of Trustees, which consists of thirteen Trustees elected by the Participants for staggered three year terms. The Board of Trustees approves the program's investment parameters that must also fall within the investment stipulations mandated under Michigan statute for the investment of surplus funds of the Participants. The Board of Trustees has entered into an investment advisory agreement with Public Trust Advisors, LLC which is responsible to the Board for all program investment and administrative activities and services provided on behalf of the Participants.

#### How can you participate in Michigan CLASS?

Enrolling in Michigan CLASS is simple. After reading the Participation Agreement and Information Statement (available at www.michiganclass.org), follow these steps:

- Submit your entity's investment policy to the program administrator for review.
- 2 Adopt the Participation Agreement by Board resolution.
- 3 Complete the Michigan CLASS Trust Registration.
- Submit the above documents to Michigan CLASS Client Services.
- After we review and approve the above documents, you will receive confirmation that you have been accepted as a Michigan CLASS Participant.

# What Features Does Michigan CLASS Offer?

As a Michigan CLASS Participant, you have access to many convenient features:

- Same-day availability of funds
   3:00 p.m. EST cut-off
- · Deposits by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed portfolio
- Competitive daily rates
- Unlimited sub-accounts
- No minimum balance requirements
- No transaction fees\*
- Audited annually by an independent auditing firm\*\*
- Direct deposit of state and federal payments
- Dedicated client service representatives available via phone, fax, or email on any business day

"You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from Michigan CLASS for such transactions." "External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy. A "AAAm" rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk.



# What are the objectives of Michigan CLASS?

#### Safety

The primary investment objective of Michigan CLASS is the safety of public funds. Our conservative investment policy and emphasis on safety have helped us earn S&P Global Ratings highest money market rating: 'AAAm.' The custodian for all Michigan CLASS investment holdings is Wells Fargo Bank, N.A.

#### Liquidity

When you invest with Michigan CLASS, you have access to your funds on any business day. You must notify Michigan CLASS of your funds transaction requests by 3 p.m. EST via the Internet, phone, or fax. By offering daily liquidity, we provide you with the flexibility you need to meet your daily cash needs.

#### Convenience

To make cash management simple and efficient, Michigan CLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day using the Michigan CLASS toll-free phone number (855) 382-0496, tollnumber (855)381-0496, free fax email (clientservices@michiganclass.org), via the transaction MYACCESS online portal at www.michiganclass.org.

#### Flexibility

You may establish multiple Michigan CLASS accounts to track and parallel your own internal fund accounting structures. You will receive comprehensive monthly statements online or via email that show all of your transaction activity, interest postings, and rate summaries. These statements have been specifically designed to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for your investment records.

## Competitive Returns

The Michigan CLASS philosophy has always been to provide competitive returns while adhering to all objectives of safety and liquidity. Our portfolio managers are professionals with solid experience in public funds management. Michigan CLASS maintains a low management fee (0.0013%) structure to facilitate a competitive yield on the investment portfolio.

#### Legality

Michigan CLASS invests only in investments legally permitted under Michigan state law.

#### **Have Questions?**

Contact us or visit www.michiganclass.org for more information.



Rich Garay
Director of Marketing
rich.garay@michiganclass.org
(734) 604-1494



Kristin Angel Regional Director, Marketing kristin.angel@michiganclass.org (517) 861-6515

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk.



Michigan \_\_\_\_

April 13, 2018

Mr. Mark Clinton Treasurer Charter Township of Plymouth 9955 N. Haggarty Rd. Plymouth, MI 48170

Re: Acknowledgement of Receipt of Investment Policy and Agreement to Comply

Dear Mr. Clinton:

Thank you for your interest in the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) program. This letter is to acknowledge that the Michigan CLASS staff has received, read and fully understands Act 20 PA 1943, as amended, and the Investment Policy for Charter Township of Plymouth.

Any investment advice or recommendation given by the program investment advisor (Public Trust Advisors) to the Michigan CLASS program and its Participants shall comply with the requirements of Act 20 PA 1943, as amended, and the Investment Policy of the above-named entity.

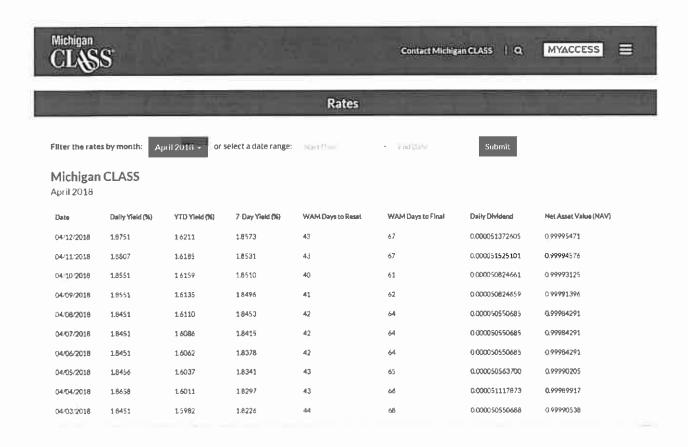
Any existing investment not conforming to the statute or the policy will be disclosed promptly.

Sincerely,

Stephen J Dixon

Director, Business Operations

# Current Rates of Return –April 2018





Michigan Cooperative Liquid Assets Securities System



# Participation Agreement



Dated as of October 1, 1991 by and among

The Michigan Public Agencies
that have entered into this Agreement
for the purpose of combining funds available
for investment and appointing
an Investment Advisor

(Restated With Amendments through December 31, 2011)



This Participation Agreement dated as of October 1, 1991 (the "Participant Agreement") constitutes an interlocal agreement creating a legal entity pursuant to Section 5 of Act 7 of the Public Acts of the Extra Session of 1967, as amended (the Urban Cooperation Act of 1967), entered into by and among the Michigan Public Agencies that have adopted an Authorizing Resolution substantially in the form of this Participation Agreement for the purpose of exercising jointly each participating Public Agency's independent power to invest Surplus Funds.

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

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

WHEREAS, each Public Agency is permitted pursuant to the provisions of the Michigan Laws to invest certain of its Surplus Funds in statutory Permitted Investments; and

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

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

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

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

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





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# ARTICLE I DEFINITIONS

"Account" means any account opened and maintained pursuant to Section 7.3(a) by the Custodian for the benefit of the Participants and to which the Investment Property of the Participants is credited and opened.

"ACH" means the Automated Clearing House.

"Act" means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, as amended, being Sections 124.501 to 124.512 of the Michigan Compiled Laws, or any successor act.

"<u>Affiliate</u>" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Persons.

"<u>Authorized Officer</u>" means the person authorized by a Participant in an Authorizing Resolution authorized to act on behalf of the Participant.

"<u>Authorizing Resolution</u>" means a resolution of a Public Agency authorizing the Public Agency to become a Participant, a sample of which is attached hereto as Exhibit D (the "Sample Authorizing Resolution").

"Balance" for each Participant means the Investment Property Value of a Participant's account on any given day.

"Board" means the Board of Trustees created by Article IV.

"Business Day" means a day on which banks are not required or authorized by law to close in the State and on which the Investment Advisor or Custodian is not closed.

"Conflicting Provisions" shall have the meaning set forth in Section 12.3 hereof.

"Contribution Procedures" means the procedures for making contributions to the Investment Property set forth in Exhibit A.

"Custodian" means the Person appointed and under the direction of the Investment Advisor pursuant to Article VII.

"<u>Custodian Agreement</u>" means the agreement entered into between the Investment Advisor and Custodian.



"Fund" means any of the funds established by the Investment Advisor pursuant to Section 6.3 hereof.

"Government Funds" shall have the meaning ascribed to it in Section 3 hereof.

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

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

"Investment Advisor Liabilities" means any liabilities for the Investment Advisor under Section 11.1 for which indemnification is not provided by Section 11.3.

"Investment Authority Acts" means Act No. 20 of 1943, as amended, being Sections 129.91 to 129.97a of the Michigan Compiled Laws; Act No. 451 of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws; Act No. 331 of 1966, as amended, being Section 389.1 to 389.195 of the Michigan Compiled Laws; Act No. 94 of the Public Acts of 1933, as amended, being Sections 141.101 to 141.140 of the Michigan Compiled Laws; and any successor act thereto and any other act which authorizes the investment of Surplus Funds.

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

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

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

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

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



"<u>Michigan CLASS</u>" means an investment program under the Act known as the Michigan Cooperative Liquid Assets Securities System, the separate legal and administrative entity created by this Participation Agreement.

"Participant" means a Public Agency which has entered into a Participation Agreement.

"<u>Participation Agreement</u>" means this Participation Agreement dated as of October 1, 1991 by and among the Participants, as amended from time to time.

"Permitted Investments" means bonds, securities, and other obligations of the United States, or any agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States; securities issued or guaranteed by the Government National Mortgage Association; United States government or federal agency obligation repurchase agreements which are secured by the transfer of title and custody of obligations to which the repurchase agreements relate, which maintain the market value of those obligations during the life of the repurchase agreement at levels equal to or greater than the amounts advanced and for which an undivided interest in those obligations are pledged to the Participants or to the Custodian on behalf of the Participants; and any other investment permissible to all Participants individually under the Investment Authority Acts which the Board may authorize upon recommendation of the Investment Advisor.

"<u>Person</u>" means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group government, or any political subdivision, department or agency of the government.

"<u>Person in Good Standing</u>" means an Authorized Officer of a Participant with greater than a Zero-Balance who does not serve on the Board of any other investment program in the State substantially similar in form to Michigan CLASS.

"Prime Fund" shall have the meaning ascribed to it in Section 6.3 hereof.

"<u>Public Agency</u>" means a county, city, village, township, school district, authority, or any other political subdivision organized under the laws of the State and a public agency under the Act, which at all times is:

- (a) a political subdivision of the State of Michigan or a public instrumentality of the State of Michigan within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended; and
- (b) a political subdivision of the State of Michigan, or an agency, authority, or instrumentality of the State of Michigan, or any of its political subdivisions within the meaning of Section 2(b) of the Investment Company Act of 1940, as amended.

"Record Date" means the date no more than 30 days prior to the date of any vote of the Participants, as fixed by the Investment Advisor.



"State" means the State of Michigan.

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

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

"<u>Valuation Procedures</u>" means the procedures for determining the value of the Investment Property set forth in Exhibit C.

"<u>Withdrawal Procedures</u>" means the procedures for requesting payments out of the Investment Property set forth in Exhibit B.

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



# ARTICLE II ESTABLISHMENT

- 2.1. <u>Establishment, Purpose</u>. Through the creation of the Board, the Participants hereby establish a separate legal and administrative entity organized and existing pursuant to the Act for the purpose of exercising jointly each participating Public Agency's independent power to invest Surplus Funds.
- 2.2. Name. The name of the entity created by this Participation Agreement shall be "Michigan Cooperative Liquid Asset Securities System" ("Michigan CLASS") and the Board shall conduct the entity's activities, execute all documents and sue and be sued under that name. The Board may use such other distinctions, including Michigan CLASS, and they may adopt such other name or names as they deem proper, and the entity may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the State or the United States of America so as to protect and reserve the right of the entity in and to such names.
  - 2.3 <u>Participation Requirements, Changes of Incumbency.</u>
- (a) Only those Public Agencies that have adopted this Participation Agreement and have complied with its provisions may become Participants.
- (b) Each Public Agency adopting and executing this Participation Agreement and otherwise complying with the provisions hereof shall become a Participant; however only those Participants carrying greater than a Zero Balance are entitled to voting rights, as described in Section 3.4.
- 2.4. <u>Location</u>. Michigan CLASS shall maintain an office of record in the State and may maintain such other offices or places of business as the Board may from time to time determine. The office of record may be changed from time to time by resolution of the Board, and notice of such change of the office of record shall be given to each Participant.



# ARTICLE III PARTICIPANTS

- 3.1. Method of Participation. Any Public Agency that wishes to become a party to this Participation Agreement may do so by adopting an Authorizing Resolution, such as, for example, the Authorizing Resolution attached here to as Exhibit D and, upon adoption, delivering a certified copy of the Authorizing Resolution to the Investment Advisor. A copy of this Participation Agreement shall be adopted through incorporation by reference into the Authorizing Resolution of the Public Agency. The Investment Advisor shall provide written notification to the Custodian and other Participants of the admission of a new Participant. Any Public Agency that becomes a Participant shall have the same rights and obligations hereunder as any other Participant.
- 3.2. <u>Exercise of Participants' Rights</u>. All rights of the Participants as set forth in this Participation Agreement shall be exercised by their respective Authorized Officer. Wherever in this Participation Agreement action is required by or allowed to a Participant, such action shall be taken by the Authorized Officer on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Authorized Officer.
- 3.3. <u>Election of the Board of Trustees</u>. The Participants shall elect the members of the Board.
  - 3.4. Voting.
- (a) Subject to subsection (b) below, each Participant through its Authorized Officer shall be entitled to one vote as a matter of right with respect to the following matters:
  - (i) Election of the Board;
  - (ii) Amendment of the Participation Agreement;
  - (iii) Termination of the Participation Agreement; and
  - (iv) Reorganization of the Participation Agreement.
- (b) Any Participant whose has a Zero Balance as of any Record Date remains a Participant but has no voting rights as of such Record Date. A Participant shall regain voting rights upon a subsequent Record Date if on such subsequent Record Date, the Participant carries greater than a Zero Balance.
- 3.5. <u>Proxies</u>.An Authorized Officer may vote by proxy, provided that no proxy shall be voted unless it shall have been placed on file with the Secretary of Michigan CLASS or with such other Officer of Michigan CLASS as the Secretary may direct. All proxies shall be revocable at the option of the Authorized Officer at any time prior to the vote.
  - 3.6. Contributions.



- (a) After the Participation Agreement is effective and the Investment Advisor Agreement is entered into with the Investment Advisor, each Participant shall have the right from time to time to deliver Investment Funds to the Custodian for credit to such Participant's Balance. A Participant that wishes to make such a delivery shall notify the Investment Advisor and follow the Contribution Procedures set forth in Exhibit A. Upon the receipt of a notice from a Participant, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the notice and the amount to be invested by the Participant.
- (b) The Balance of a Participant shall be increased upon the delivery of Investment Funds by an amount equal to the amount of such Investment Funds.
- (c) Upon receipt of a Participant's Investment Funds, the Custodian shall deliver a confirmation to the Investment Advisor. The Investment Advisor shall note the increase in such Participant's Balance, shall retain a copy of the confirmation in its records, and shall deliver the written confirmation of the delivery to the Participant.
- (d) If the Investment Advisor has received notice that a Public Agency no longer qualifies as a Participant or that any funds delivered pursuant to Section 3.6 are not Investment Funds, the Investment Advisor shall request the Custodian to return to such Participant such funds, and such Participant shall bear all of the costs and liabilities associated with the delivery of such funds.

### 3.7. Withdrawals.

- (a) Each Participant shall have the right from time to time to request, in accordance with the Withdrawal Procedures set forth in Exhibit B hereto, that the Investment Advisor notify the Custodian to pay to the Participant, or to its order, any amount (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request.
- (b) Upon the receipt of any withdrawal request, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the withdrawal request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant.
- (c) Whenever any payment is made to, or to the order of, any Participant pursuant to Section 3.7(b) hereof, such Participant's Balance shall be reduced by the Investment Advisor by the amount of such payment.
- (d) Subject to the terms and conditions of this Participation Agreement, the Custodian shall honor a Participant's request, upon notice from the Investment Advisor, to pay to a Participant, any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Balance at the time payment is made.
- (e) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which



trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal or State authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Investment Advisor shall determine on behalf of the board, when an event occurs which, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by telephone or electronic medium of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Investment Advisor, and thereafter there shall be no right to request or receive payment until he first to occur of: (a) in the case of (i) or (ii) above, the time at which the Investment Advisor declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

### 3.8. Receipt of Statements and Reports: Requests.

- (a) The Investment Advisor on behalf of the Board shall provide to each Participant a copy of any statements or reports prepared pursuant to the Investment Advisor Agreement and applicable to such Participant.
- (b) In addition, each Participant may direct the Investment Advisor to provide a statement of the value of the Participant's Balance as of the date of the request. The Investment Advisor shall provide such statement.
- (c) Each Participant may direct the Investment Advisor to maintain the records relating to such Participant in a manner that subdivides the Participant's Balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds and Investment Property related to the Participant's Balance.
- (d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.
- (e) The Board is entitled to any reports or statements applicable to any or all Participants as it shall request of the Investment Advisor and prepared pursuant to the Investment Advisor Agreement.

## 3.9. <u>Termination of Participation</u>.



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- (a) Any Participant may withdraw from this Participation Agreement at any time upon written notice to the Investment Advisor, who shall promptly notify the Custodian and the other Participants upon receipt of such notice of withdrawal. Upon its withdrawal from this Participation Agreement, a Participant shall cease to have any rights or obligations under this Participation Agreement except for any indemnification obligations set forth in Article XI arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's Balance as of the date of such notice be paid to such Participant. No withdrawal shall become effective until such Participant has a Zero Balance, and until such time, such Participant shall continue to possess all the rights, and to be subject to all the obligations, arising from this Participation Agreement.
- (b) Any Participant that no longer qualifies as a Public Agency, that breaches any material covenant contained in Article IX hereof or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 3.9(a) hereof immediately upon such disqualification, breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Investment Advisor determines that such a disqualification, breach or cessation has occurred.



## ARTICLE IV BOARD OF TRUSTEES

- 4.1. <u>Establishment of Board</u>. The management of Investment Property shall be under the direction of the Board of Trustees, which is hereby created by this Participation Agreement as a separate entity.
- 4.2 <u>General Powers</u>. The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers granted by this Participation Agreement to the Investment Advisor or Custodian shall also be considered powers of the Board which have been delegated for the term of the agreement with the Investment Advisor. The Board may perform such acts as they determine in their sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without an order or other action by any court. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.
- 4.3. <u>Investment and Management: The Investment Program</u>. The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Michigan CLASS Investment Policy, attached hereto as Exhibit F-1. In accordance with Section 10.1(d) hereof, the Michigan CLASS Investment Policy may be amended upon providing Participants 30 days' notice of such amendment. In the exercise of its powers, the Board shall not be limited to Permitted Investments maturing before the possible termination of this Participation Agreement.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity, while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Investment Advisor and the Board is directed to enter into the Investment Advisor Agreement with the Investment Advisor consistent with the terms of this Participation Agreement. The Investment Advisor Agreement shall not be for a term greater than 10 years, but may be subject to renewal for successive terms. The Investment Advisor shall have the power to manage the Investment Property, including the authority to exercise all powers vested by this Section with the Board other than the designation of additional investments as Permitted Investments.

4.4. <u>Title to Investments: Rights as Holders of Investment Property</u>. Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any



individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

- 4.5. Payment of Expenses. The Board shall have full and complete power:
- (a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Participation Agreement;
- (b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;
  - (c) to reimburse others for payment of such expenses and taxes; and
- (d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

- 4.6. <u>Power to Contract, Appoint, Retain and Employ.</u> The Board is responsible for the investments of Michigan CLASS consistent with the investment policy established in this Participation Agreement and for the general administration of the business and affairs of Michigan CLASS. Subject to the limitations expressed in Section 4.11 of this Participation Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.
- 4.7. <u>Insurance</u>. The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies ensuring Michigan CLASS, officers, employees and agents of Michigan CLASS individually against all claims and liabilities of every nature arising by reason of holding of having held any such office or position, or by reason of any action alleged to have been taken or omitted by Michigan CLASS or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not Michigan CLASS would have the power to indemnify such person against such liability.
- 4.8. <u>Borrowing and Indebtedness</u>. The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate the transfer of funds to the Participant which



might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law.

- 4.9. Remedies. Notwithstanding any provision in this Participation Agreement, when the Board deems that there is a significant risk that an obligor to Michigan CLASS may default or is in default under the terms of any obligation of Michigan CLASS, the Board shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of Michigan CLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of Michigan CLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.
- 4.10 <u>Information Statement</u>. The Board shall have full and complete power to prepare, publish and distribute an Information Statement regarding Michigan CLASS and to amend or supplement the same from time to time.
- 4.11. <u>Contracting with Affiliates</u>. To the extent permitted by law, the Board may enter into transactions with any Affiliate of any of the Trustees or any Affiliate of the Investment Advisor if:
- (a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, including a majority of the Trustees who are not Affiliates of any person who is a party to the transaction with the Board, and
- (b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the Board or with the person who is a party to the transaction with the Board.
- 4.12. <u>Further Powers</u>. The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of Michigan CLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of Michigan CLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.



## ARTICLE V TRUSTEES

### 5.1. Number and Oualification.

- (a) The Board shall have at least nine (9) but no more than thirteen (13) members.
- (b) The members of the Board shall be comprised of at least one (1) but not more than four (4) members from each of the following Participant categories:
  - (i) Counties;
  - (ii) Cities/Villages;
  - (iii) Townships;
  - (iv) School Districts (including intermediate school districts); and
  - (v) Other Public Agencies not listed above (including community colleges).

The Board shall be the sole judge of the election and qualification of its members.

- (c) Only a Person in Good Standing is eligible for election to the Board.
- 5.2. <u>Term of Office</u>. The term of office for a Trustee shall be three years or until a successor has been appointed and qualified, and such term shall begin at the meeting of the Board following the election. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

### 5.3. <u>Election of Trustees</u>.

- (a) Participants shall elect Trustees by a majority vote of those voting Participants in accordance with Section 3.4. Prior to each vote, the Board shall prepare a ballot containing sufficient candidates to assure that at least one but no more than four Trustees from each Participant category listed in Section 5.1(b) above may be elected.
- (b) After each election, each Participant shall by this Participation Agreement be considered to have appointed each person elected by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 5.4 or Removal according to Section 5.5.



- 5.4. <u>Resignation of Trustees</u>. Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustees and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the written notice.
- 5.5. Removal of Trustees. As provided in Section 7 of the Act, the governing body of each Participant may vote, at will, to remove one or more of the Trustees it appointed. A Trustee removed by a Participant will not be considered the appointee of that Participant, but shall remain a member of the Board unless removed by a majority of the Participants. If a Participant elects to remove all of the Trustees it appointed, the Participant will be considered to have terminated its participation and withdrawn from this Participation Agreement. Any Trustee can be removed from the Board for all Participants for good cause by the action of at least two-thirds (2/3) of the remaining Trustees.
- 5.6. <u>Vacancies</u>. The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties of the office, or removal by all Participants, of a Trustee. In the case of a vacancy, the Board continuing in office shall, by majority vote, appoint another person as a replacement Trustee to serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to Section 5.5, the appointee of each Participant.

### 5.7. Meetings.

- (a) The Annual meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws.
- (b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held without call or notice at the time and place so established.
- (c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.
- (d) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Participation Agreement or by law of the State.
- (e) Meetings of the Board shall be subject to the Open Meetings Act (Act No. 267 of 1976, being Sections 15.261-15.275).
- (f) With respect to any Affiliate of any Trustee, Trustees who are so affiliated within the meaning of Section 4.11 of this Participation Agreement or otherwise interested in any action to be taken must disclose such affiliation or interest. Such Trustees may be counted for



quorum purposes, but such Trustees shall not be entitled to vote upon any matter related to the Affiliate or interest.

- 5.8. <u>Bylaws</u>. The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, and in such Bylaws, may among other things, define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.
- 5.9. <u>Officers</u>. The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.



## ARTICLE VI INVESTMENT ADVISOR

#### 6.1. Appointment.

- (a) The Board shall appoint an Investment Advisor for the purpose of fulfilling the responsibilities provided the Investment Advisor under this Participation Agreement, and each Participant hereby delegates to the Board the authority to enter into an agreement with the Investment Advisor for a period not to exceed 10 years and on the terms set forth in this Participation Agreement. Such Investment Advisor Agreement may be renewed for successive terms.
- (b) The Investment Advisor shall be required pursuant to the Investment Advisor Agreement to accept such appointment and to agree to render the services and to assume the obligations set forth therein and in this Participation Agreement, for the compensation provided in the Investment Advisor Agreement

## 6.2. <u>Duties and Obligations of the Investment Advisor.</u>

- (a) The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the Board from time to time. The Board may authorize the Investment Advisor to effect purchases, sales or exchanges of Investment Property on behalf of the Board or may authorize any officer, employee, agent or member of the Board to affect such purchases, sales or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales and exchanges shall be deemed to be authorized by the Board. The Board has authorized the establishment of a primary fund for the investment of Surplus Funds of the Participants in Section 6.3 hereof, and may direct the Investment Advisor to establish specially designated Funds with specific investment characteristics pursuant to Section 6.3 of this Participation Agreement; the establishment thereof shall not require any further action of the Board. After such direction, any such establishment of specially designated Funds shall be deemed authorized by the Board.
- (b) The Participants and the Board delegate no discretion to the Investment Advisor hereunder to invest Investment Property in any but Permitted Investments and the Investment Advisor shall expressly refuse to accept any delegation of such discretion. Except as set forth herein and subject to law, the decision of how to invest or not to invest shall remain at all times under the control of the Board. The Investment Advisor is directed to cause Investment Property of each Participant to be invested in concert in Permitted Investments and consistent with the investment criteria set forth in Exhibit E, Exhibit F-1 or such other exhibits created pursuant to Section 6.3 hereof. The Investment Advisor shall have no additional discretion than that stated in this Participation Agreement in carrying out the directions set forth in this Section 6.2 or Section 6.3.
- (c) The Investment Advisor shall at no time have custody of, or physical control over, any of the Investment Property. The Investment Advisor shall, upon approval of the Board, appoint a Custodian, as defined in the Participation Agreement, to receive, hold for reinvestment, and clear all Investment Property. The Investment Advisor shall not be liable for any act or omission of



the Custodian, but shall be liable for the Investment Advisor's acts and omissions as provided herein. Each Participant and the Board direct the Custodian to act, and the Custodian shall agree to act, in accordance with the instructions of the Investment Advisor.

- (d) The types of Permitted Investments into which Investment Property shall be invested is determined by the Board pursuant to the Participation Agreement and, subject to Section 6.3 hereof, the Board delegates the selection of investments within those Permitted Investments to the Investment Advisor. All actions of the Investment Advisor in selecting investments which meet the investment parameters contained herein and in implementing the sale or purchase of securities are taken behalf of the Board.
- Funds. The Investment Advisor shall cause the Custodian to establish a primary fund (the "Prime Fund") for the investment of Surplus Funds of the Participants. The Prime Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit E and Exhibit F-1 hereto. Not withstanding anything in this Participation Agreement to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated Funds, in addition to the Prime Fund, with specified investment characteristics that may be more limited than the Permitted Investments, but may not be broader (the "Government Funds" and, together with the Prime Fund, the "Funds"). The Investment Advisor may cause the Custodian to establish such Government Funds once the Board or its designee has approved in writing the investment characteristics of such Government Funds. If established, any such Government Fund shall consist only of Permitted Investments, and the investment characteristics of each such Government Fund shall be set forth in a separate investment policy made an exhibit to this Participation Agreement, which exhibit shall be titled "Exhibit F-\_\_" with the applicable number being inserted in the blank. The establishment of such Government Funds shall not be deemed an amendment of this Participation Agreement. According to the contribution procedures set forth in Section 3.6 hereof, a Participant may direct the Investment Advisor to invest its Surplus Funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor shall cause to be maintained a separate rating on each such Fund. All provisions of this Participation Agreement and the Investment Advisor Agreement shall apply to any such Funds.
- Special Sub-Accounts. Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish specially designated, individualized sub-accounts within any Fund with investment, withdrawal, contribution or other characteristics different, but no broader, than those set forth in this Participation Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees. A Participant in its sole discretion may create such proposed special, individualized sub-accounts within any Fund. Any special sub-account that is created pursuant to this Section 6.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special sub-account are amended by the specific Participant having such sub-account. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special sub-account. investment policy may not be broader than the Investment Policy of Prime Fund attached to this Participation Agreement as Exhibit F-1, or if a sub-account is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund and in no case shall it be broader than the investment policy contained in Exhibit F-1 hereto. The establishment of such special sub-accounts and the amendment of the investment policy for such sub-account shall not be deemed an amendment of the Participation

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Agreement. The Investment Advisor shall calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for other Participants.

- 6.5 <u>Successor</u>. In the event that, at ay time, the position of Investment Advisor shall become vacant for any reason, the Board may appoint, employ or contract with a successor.
- 6.6 <u>Third-Party Beneficiary</u>. The Participants expressly agree that the Investment Advisor is a third-party beneficiary of this Participation Agreement.



# ARTICLE VII THE CUSTODIAN

#### 7.1. Appointment and Acceptance.

- (a) Subject to the approval of the Board, the Investment Advisor is directed to appoint and provide direction to the Custodian. The Custodian shall be required to accept the duties and obligations of the Custodian described in this Participation Agreement.
- (b) The Investment Advisor may appoint, with the consent of the Custodian, or authorize the Custodian to utilize sub-custodians to serve as a Custodian in the performance of the obligations of the Custodian hereunder provided that (a) the use of such sub-custodians is permitted under the law of the State, (b) the use of such sub-custodians will not render the performance of any provision of this Participation Agreement by any of the parties hereto invalid, illegal or not permitted under the laws of the State, (c) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian, (d) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian and (e) the sub-custodian is a bank or trust company, savings and loan association or credit union eligible to be a depositor of surplus funds of the state under Sections 3 and 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.145 to 21.146 of the Michigan Compiled Laws. A sub-custodian does not include, and a Custodian may utilize, any Affiliate of the Custodian as a depository to hold or clear Investment Property or instruments evidencing Permitted Investments made with Investment Property in the name of any nominee name of the Custodian on behalf of the Participants.
- (c) The Custodian shall receive, hold for reinvestment, and clear all Investment Funds and Investment Property. The Custodian shall perform those functions with respect to Investment Funds and Investment Property as provided by this Participation Agreement and the Custodian Agreement.
- (d) No Investment Funds or Investment Property received by the Custodian pursuant to this Participation Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.
- (e) With respect to school districts which are Participants, the Custodian and any sub-custodian utilized by the Custodian shall be considered, for purposes of Section 1223(2) of Act No. 451 of the Public Acts of 1976, as amended, being Section 380.1223 of the Michigan Compiled Laws, to be the depository of the funds of a school district from which a contribution under Section 3.6 was made and into which the instrument representing that contribution shall be deposited.
- (f) The Custodian shall, within thirty (30) days of issuance, deliver a copy of its annual report to the Investment Advisor and the Board.

## 7.2. Resignation and Removal: Successors.



- (a) The Custodian may resign upon the giving of at least ninety (90) days' prior written notice to the Investment Advisor.
- (b) Subject to the approval of the Board, the Investment Advisor may remove the Custodian upon not more than sixty (60) days' prior written notice to the Custodian. Notwithstanding the foregoing, the removal of the Custodian shall not be deemed effective unless a successor shall have been chosen and accepted the position.

### 7.3. Powers.

- (a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one Account for each Fund established by the Investment Advisor in the name of "(Name of Custodian) as Custodian for (Name of Fund) for the Benefit of the Participants who are parties to a Participation Agreement dated as of October 1, 1991" and will accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all Investment Funds delivered pursuant to Section 3.6 and Section 6.3 hereof, and the income or earnings derived therefrom, delivered to or collected by it for deposit in or otherwise held in the Account. The Custodian may accept funds hereunder and shall not be required to make an independent determination whether such funds are Investment Funds.
  - (ii) All securities and other non-cash Investment Property held in the Account shall be physically segregated from other securities and non-cash property in the possession of the Custodian and shall be identified as subject to this Participation Agreement.
- (b) Only upon and in accordance with instructions of the Investment Advisor as provided herein shall the Custodian, for the account and risk of the Participants:
  - (i) receive and deliver Investment Funds and all other Investment Property;
  - (ii) exchange securities in temporary or bearer form for securities in definitive or registered form and surrender securities at maturity or earlier when advised for a call for redemption;
  - (iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;
  - (iv) make any payments incidental to or in connection with this Section 7.3(b);
  - (v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of any and all Participants, at public or private sale, with



or without advertisement and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith; and

- (vi) exercise all other rights and powers and to take any action in carrying out the purposes of this Participation Agreement.
- (c) (i) The Custodian shall collect the income on the Investment Property and distribute it in accordance with instructions of the Investment Advisor in accordance with Article III hereof;
  - (ii) the Custodian shall hold the Investment Property and all instruments evidencing Permitted Investments made with Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at Depository Trust Company or other depository or clearing corporation in the name of the Custodian on behalf and for the benefit of the Participants; or (c) in a book entry account in the name of the Custodian on behalf and for the benefit of the Participants with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property and all instruments evidencing Permitted Investments made with Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provide, however, that the custodial relationship and the interests of the Participants regarding such Investment Property and instruments shall be noted on the records of the Investment Advisor and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian;
  - with respect to enforcing rights in connection with the Investment Property, the Custodian shall have the power to act upon instruction of the Investment Advisor in order to prevent the loss or default upon Investment Property, including, without limitation, the power to: (a) collect, sue for, receive and receipt for all sums of money or other property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Investment Property; (d) foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any property; (f) be a party to the reorganization of any Person and transfer to the deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; (i) pay or satisfy any debt or claims; and (j) file any



financing statements concerning the Investment Property with the appropriate authorities to protect the Investment Property from any potential claim of any creditors of any of the Participants.

### 7.4. <u>Custodian Relationship: Records.</u>

- (a) The Custodian shall hold the Investment Property for the collective benefit of each of the Participants. The Investment Property shall be the property of the Participants and shall not be, or be deemed to be, an asset or a liability of the Custodian.
- (b) The Custodian acknowledges that the records concerning the Investment Property shall be maintained by the Investment Advisor and that such records shall conclusively determine the interests of each Participant in the Investment Property; the Custodian hereby agrees that such records are conclusively determinative of the interests of the Participants. The Investment Advisor shall cause such records to separately account for each Participant, and to show any deposits, earnings, withdrawals or fees associated with the Participant. Notwithstanding the foregoing, the Custodian shall maintain its own internal records concerning the Account and the transactions contemplated by this Participation Agreement.

### 7.5. Reliance on Instructions.

- (a) The Custodian shall accept and shall be fully protected if it relies upon the instructions actually received and given in writing or as otherwise provided by this Section by any authorized officer, employee or agent of the Investment Advisor, and all authorizations shall remain in full force and effect until cancelled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees or agents of the Investment Advisor shall be only such persons as are authorized by corporate resolution of the Investment Advisor duly certified in writing to the Custodian by the Investment Advisor's Secretary. The Custodian may rely on instructions received by generally accepted methods of transmission acceptable to the Custodian which the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through the Asset Management System ("AMS") or a customer data entry system or any similar electronic instruction system acceptable to the Custodian. The Custodian shall have no responsibility to assure that the instructions of the Investment Advisor either conform to the Participation Agreement or require actions to be taken which are authorized by law. The Custodian shall incur no liability as a result of any act or omission by the Custodian in accordance with instructions on which the Custodian is authorized to rely pursuant to the provisions of this Section 7.5.
- (b) In the absence of bad faith or gross negligence on its part, the Custodian may conclusively rely, as to the truth and correctness of the statements expressed in notices, certificates or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate or document submitted to it or verify the accuracy of the contents thereof.
- 7.6. <u>Subrogation</u>. The Investment Advisor on behalf of the Board shall be entitled to be subrogated to the rights of the Custodian, with respect to any claim against any other person or



institution which the Custodian may have, as a consequence of any loss or damage to the Investment Property. In such event, the Investment Advisor shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for loss.

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

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

7.8. <u>Setoff</u>. The Custodian shall not have, and shall not seek to enforce, any right of setoff, recoupment or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Participation Agreement.



## ARTICLE VIII REPRESENTATIONS AND WARRANTIES

- 8.1. <u>Representations and Warranties of Each Participant</u>. Each Participant hereby represents and warrants that:
- (a) the Participant has taken all necessary actions and has received all necessary approvals and consents in order to execute and deliver this Participation Agreement and to perform its obligations hereunder, including, without limitation, the appointment of the Investment Advisor; and
- (b) the adoption and performance of the Participation Agreement does not violate the Participant's charter or organizational documents or any applicable general law or other local ordinance, rule or regulation; and
- (c) the performance of this Participation Agreement has been duly authorized and this Participation Agreement is the legal, valid and binding obligation of the Participation Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and
- (d) the certificates delivered hereafter by the Participant pursuant to this Participation Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and
- (e) the adoption and performance of the Participation Agreement does not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default or an event with notice or lapse of time, or both would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound.
- 8.2. <u>Representations and Warranties of the Investment Advisor</u>. The Investment Advisor represents and warrants in the Investment Advisor Agreement that:
- (a) the Investment Advisor is a duly organized and validly existing corporation, duly qualified to conduct business in the State; and
- (b) the performance of its duties described under this Participation Agreement and the execution, performance and delivery of the Investment Advisor Agreement have been duly authorized and are the legal, valid and binding obligations of the Investment Advisor, enforceable against the Investment Advisor in accordance with their terms.
- (c) It is a United States Securities and Exchange Commission registered investment advisor.
- 8.3. <u>Representations and Warranties of the Custodian</u>. The Custodian appointed by the Investment Advisor shall represent and warrant that:



Michigan \_\_\_\_

- (a) it is a duly organized and validly existing banking corporation, organized under the laws of the State and duly qualified to conduct business in the State; and
- (b) the performance of this Participation Agreement has been duly authorized and is the legal, valid and binding obligation of the Custodian, enforceable against it in accordance with its terms.



ARTICLE IX

### COVENANTS

- 9.1. <u>Source of Contributions</u>. Each Participant hereby covenants that it will deliver pursuant to Section 3.6 only Investment Funds that constitute Surplus Funds and are permitted to be invested pursuant to the laws of the State and any ordinance or local regulation applicable to such Participant, and that it will perform all actions required by the laws of the State and any ordinance or local regulation application to such Participation to be done prior to such investment.
- 9.2. <u>Truth of Representations and Warranties</u>. Each party to this Participation Agreement hereby covenants that it shall withdraw from this Participation Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.
- 9.3. <u>Compliance With Law</u>. The parties agree that this Participation Agreement is intended to comply fully with all provisions of the Act.



# ARTICLE X AMENDMENT AND TERMINATION

### 10.1. Amendment.

- (a) This Participation Agreement may be amended from time to time. The Participation Agreement may be amended upon:
  - (i) a two-thirds (2/3) majority approving vote of the Trustees appointed and present at a meeting of the Board;
  - (ii) following the approval of the Board, the simple majority approving vote of the Participants; and
  - (iii) following the approval of the Participants, the two-thirds (2/3) majority vote of the Trustees present at a meeting of the Board, reapproving the amendment.
- (b) Notwithstanding the foregoing, the Board may, from time to time, upon a two-thirds (2/3) vote of the Board and after 45 days prior written notice to the Participants, amend or alter the provisions of this Participation Agreement without the vote of the Participants which it deems in good faith to be necessary to conform this Participation Agreement to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing to do so. Notwithstanding the foregoing, no amendment may be made pursuant to this Section 10.1(b) which would substantively alter the rights of the Participants or liability of the Participants or Trustees.
- (c) Any amendment executed pursuant to Section 10.1(a) or (b) hereof will be effective thirty (30) days after the last affirmative vote is obtained as required by Section 10.1(a) or (b) hereof. A certification signed by a two-thirds (2/3) majority of the Board setting forth an amendment and reciting that it was duly adopted or a copy of the Participation Agreement, as amended and executed by a two-thirds (2/3) majority of the Board, shall be conclusive evidence of such amendment.
- (d) The amendment of any Exhibit to this Participation Agreement shall not be considered an amendment to the Participation Agreement and may be made by the Board to the extent consistent with the terms of the Participation Agreement. An amendment to an Exhibit pursuant to this Section 10.1(c) shall not be made effective until 30 days after each Participant has received notice of the amendment.

## 10.2. <u>Termination</u>.

(a) This Participation Agreement may be terminated at any time pursuant to the following procedures:



- (i) a three-quarters (3/4) majority approving vote of the Trustees appointed and serving;
- (ii) following the approval of the Board, the simple majority approving vote of the Participants; and
- (iii) following the approval of the Participants, the three-quarters (3/4) majority vote of the Trustees appointed and serving, reapproving the termination.
  - (b) This Participation Agreement shall terminate automatically if:
- (i) at any time after one year after the date of this Participation Agreement there are fewer than two Participants; or
- (ii) the Board did not act to name a new Investment Advisor on or before the day that is immediately prior to the date on which the term of the Investment Advisor expires or the resignation or withdrawal of the Investment Advisor would otherwise become effective.
- (c) Upon the termination of this Participation Agreement pursuant to this Section 10.2:
- (i) The Custodian and the Investment Advisor shall carry on no business in connection with the Investment Property except for the purpose of the protecting the value of the Investment Property, satisfying the Investment Property Liabilities and winding up its affairs in connection with the Investment Property;
- (ii) The Custodian and the Investment Advisor shall proceed to wind up their affairs in connection with the Investment Property, and all of the powers and responsibilities of the Custodian and the Investment Advisor under this Participation Agreement shall continue until the affairs of the Custodian and the Investment Advisor in connection with the Investment Property shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Investment Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by not less than the affirmative two-thirds (2/3) vote of the Board appointed and serving, and;
- (iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Custodian and the Investment Advisor deem necessary for their protection, the



Investment Advisor shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

- (d) Upon termination of this Participation Agreement and distribution to the Participants as herein provided, the Investment Advisor shall execute and lodge among the records maintained in connection with this Participation Agreement an instrument in writing setting forth the fact of such termination, and the Investment Advisor, the Custodian and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 4.3(a) of the Investment Advisor Agreement and Article XI hereof shall survive any termination of this Participation Agreement.
- (e) If this Agreement is terminated pursuant to Section 10.2(b) (ii) hereof because of the expiration of the term of the Investment Advisor or resignation and/or withdrawal of the Investment Advisor, such expiration, resignation and/or withdrawal shall be postponed until the instrument contemplated by Section 10.2(d) hereof has been executed and lodged among the records maintained in connection with this Participation Agreement.
- 10.3. Power to Effect Reorganization. If permitted by applicable law, including without limitation, the Act and the Investment Authority Acts, the Board, by vote or written approval of two-thirds (2/3) of the Board appointed and serving, may select, or direct the organization of a corporation, association, trust, or other person with which Michigan CLASS may merge, or which shall take over the Investment Property and carry on the affairs of Michigan CLASS, and after receiving the affirmative vote of not less than a majority of all of the Participants, and a second affirmative vote of not less than two-thirds (2/3) of the Board appointed and serving, the Board may effect such merger or may sell, convey, and transfer the Investment Property to any such corporation, association, trust, or other person in exchange for cash or shares or securities thereof, or beneficial interests therein with the assumption by such transferee of the liabilities of Michigan CLASS; and thereupon the Board shall terminate Michigan CLASS and deliver such cash, shares, securities or beneficial interests ratably among the Participants of Michigan CLASS in redemption of their investments.



## ARTICLE XI LIMITATION OF LIABILITY

## 11.1. Liability to Third Persons.

- (a) No member or representative of a Participant shall be subject to any personal liability whatsoever to any person in connection with the Investment Property or the acts, obligations or affairs of the Board. No Trustee, officer, employee or agent, including the Investment Advisor and Custodian, of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee, officer, employee or agent; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of a Participant, Trustee, officer, employee or agent of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.
- (b) Claims of any nature arising in connection with the affairs of the Board from which a Trustee, officer, employee or agent of the Board are protected by this Section shall include any claims sustained by reason of any act or omission (including, but not limited to, investment advice or the failure to give investment advice at any time).
- (c) The Board shall indemnify and hold harmless each member or officer of a Participant from and against all claims and liabilities to which such member or officer of such Participant may become subject on behalf of the Participant by reason of being or having been a Participant, and shall reimburse such Participant or its officer or member for all legal and other expenses of such Participant reasonably incurred in connection with any such claim or liability. The rights accruing to a Participant or its members or officers under this Section shall not exclude any other right to which such Participant or member or officer may be lawfully entitled, nor shall anything herein restrict the right of the Board to indemnify or reimburse in any appropriate situation even though not specifically provided herein.
- 11.2. <u>Liability of Trustees and Others</u>. No Trustee, officer, employee or agent of the Board shall be liable to the Board or to any Participant, Trustee, officer, employee or agent thereof for any damages caused by action or failure to act except for damages caused by bad faith, willful misfeasance, gross negligence or reckless disregard of duties. Any agreements with the Investment Advisor or the Custodian shall provide for the personal liability of the Investment Advisor or the Custodian, as the case may be, for a willful or negligent failure to take reasonable measures to restrict investments of Investment Property to those permitted by law and this Participation Agreement. The provisions of this Section shall not limit the liability of any agent of the Board (including without limitation, the Investment Advisor or the Custodian) with respect to breaches by it of a contract between the agent and the Board.

### 11.3. Indemnification.



- The Board shall indemnify to the extent permitted by law each of the Trustees, (a) officers, employees and agents, including the Investment Advisor and Custodian, against all liabilities and expenses (including without limitation amounts paid in satisfaction of judgments, in compromise, as fines and penalties, and as counsel fees) reasonably incurred in connection with the defense or disposition of any actual or threatened action, suit or other proceeding, whether civil or criminal, while in office or thereafter, by reason of being or having been such a Trustee, officer, employee or agent, except with respect to any matter as to which the Trustee, officer, employee or agent shall have adjudicated to have acted in bad faith, willful misfeasance, gross negligence or reckless disregard of their respective duties, or in the case of the Investment Advisor, in willful or negligent violation of the restrictions on investments of the Investment Property; provided, however, that so to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the counsel approved by the Board agrees to the effect that if either the matter of willful misfeasance, gross negligence or reckless disregard of duty, or the matter of good faith and reasonable belief as to the best interests of the Board had been adjudicated, it would have adjudicated in favor of such person.
- (b) The provisions of this Section shall not be construed to permit the indemnification of any agent Board with respect to any breach of a contract between the agent and the Board.
- (c) The rights accruing to any person under these provisions shall not exclude any other right to which the person may be lawfully entitled; provided, however, that no person may satisfy any right of indemnity or reimbursement granted in this Article or to which the person may be otherwise entitled except out of the Investment Property, and no Participant shall be liable to any person with respect to any claim for indemnity or reimbursement of otherwise.

### 11.4. Reliance on Experts.

- (a) Each Trustee and each officer of the Board shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Board, upon an opinion of counsel or upon reports made to the Board by any of its officers or employees or by the Investment Advisor, the Custodian, accountants, appraisers or other experts selected with reasonable care by the Board or officers of the Board.
- (b) Each Participant and the Board understands that in performing its services hereunder the Investment Advisor will rely on information provided by others and agree that the Investment Advisor is not responsible for the accuracy of such information.
- 11.5. <u>Liability Insurance</u>. The Board shall, at all times, payable from the Investment Property, maintain insurance or cause insurance to be purchased, for the protection of the Trustees, the Officers, employees and agents thereof, if any, in such amounts as the Board in its discretion shall deem adequate to cover foreseeable tort and contract liability to the extent available at reasonable rates.



## ARTICLE XII MISCELLANEOUS

- 12.1. <u>Governing Law.</u> This Participation Agreement is executed by the Participants and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.
- 12.2. <u>Counterparts</u>. This Participation Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
- 12.3. <u>Severability</u>. The provisions of this Participation Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Participation Agreement and this Participation Agreement may be amended pursuant to Section 9.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Participation Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

## 12.4. Gender; Section Headings and Table of Contents.

- (a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.
- (b) Any headings preceding the texts of the several Articles and Sections of the Participation Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Participation Agreement nor affect its meaning, construction or effect.
- 12.5. <u>No Assignment</u>. No party hereto may sell, assign, pledge or otherwise transfer any of its rights, benefits or interests under this Participation Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void.
- 12.6. <u>No Partnership</u>. Notwithstanding any provision hereof to the contrary, this Participation Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Participation Agreement to constitute a partnership or any other joint venture or association. Furthermore, none of the parties has any authority hereunder to personally bind or act as agent for another party in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.
- 12.7. <u>Notice</u>. Unless otherwise specified in this Participation Agreement, all notices required to be sent under this Participation Agreement:



- (a) shall be in writing addressed to the Authorized Officer if notice is to be given to a Participant; to the address identified in the Investment Advisor Agreement if to the Investment Advisor; and to the address identified in the Custodian Agreement if to the Custodian.
- (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Investment Advisor; and
  - (c) shall be deemed to have been given on the day of such mailing.
- 12.8. <u>Entire Agreement</u>. This Participation Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

### 12.9. Confidentiality.

- (a) All information and recommendations furnished by the Investment Advisor to the Participants that is marked confidential or is a trade secret and all information and directions furnished by the Investment Advisor to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. The Investment Advisor and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Participants or the Board. Nothing in this paragraph shall prevent any party from divulging information to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply.
- (b) In the event that on-line terminals and similar electronic devices are used for communication from the Investment Advisor to the Custodian, the Investment Advisor agrees to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Participation Agreement. The Custodian may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to this Participation Agreement.
- (c) The Custodian may rely on the accuracy of all data received by it through electronic means and initiated by any person authorized by the investment advisor. Every person who uses the correct passwords to obtain information by electronic means or to make permissible transactions shall be presumed to have the Investment Advisor's authority unless the Investment Advisor can prove all of the following:
  - (i) a person using a correct password was not authorized to have access to this information if the Custodian has knowledge of such unauthorized use;



- (ii) the person using the password obtained it through or as a result of the Custodian's gross negligent disclosure; and
- (iii) the disclosure by the Custodian was not authorized by the Investment Advisor prior to its unauthorized use.
- 12.10. <u>Disputes</u>. In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 10 days before commencing legal action.
- 12.11. <u>Effective Date</u>. This Participation Agreement shall be effective on the date two or more Public Agencies have executed this Participation Agreement, adopted an Authorizing Resolution and delivered such documents pursuant to Section 3.1.



## EXHIBIT A CONTRIBUTION PROCEDURES

- A Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be invested, and if more than one Fund has been established by the Investment Advisor, into which Fund such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire Investment Funds to the corresponding Account at the Custodian.
- Receipt of the Investment Advisor prior to the cut-off time established pursuant to the Michigan CLASS website, accessible at http://www.michiganclass.org, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same Business Day.
- 3) Receipt by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at http://www.michiganclass.org, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn Interest on the next Business Day.
- 4) If Investment Funds for which notification of deposit has been given, are not received (except if the Participant can show the contribution procedures have been followed) by the end of the Business Day on which such notification is given, the Investment Advisor shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.
  - If the Participant fails to instruct its bank depository to wire Investment Funds before the cutoff time established pursuant to the Michigan CLASS website, accessible at http://www.michiganclass.org, on the day notice of the deposit is provided the Investment Advisor, the Participant's Balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's Balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed, and, notwithstanding, the Investment Funds are not received, then the Investment Advisor shall seek to obtain such Investment Funds from the party responsible for failure of delivery.
- 5) Participants are prohibited from withdrawing Investment Funds credited to their Balance pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian.

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# EXHIBIT B WITHDRAWAL PROCEDURES

- 1) The Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be withdrawn, and if more than one Fund has been established, from which Fund such amount shall be withdrawn.
- 2) The Participant shall indicate the payee and include wire or ACH instructions.
- 3) Requests for withdrawals received by the Investment Advisor by the cut-off time established pursuant to the Michigan CLASS website, accessible at http://www.michiganclass.org will be processed to permit payment on the Business Day.
- 4) Requests for withdrawals received by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at http://www.michiganclass.org, will be processed the following Business Day.
- 5) Participants may only request withdrawals of an amount not to exceed their Balance at the time payment is made pursuant to such request.
- Requests for withdrawals received in accordance with (3) above by the Investment Advisor shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such Business Day and the funds so wired or processed through ACH shall be immediately available funds.

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## EXHIBIT C VALUATION PROCEDURES

### Valuation of Investments.

Under the FASB Accounting Standards Codification (ASC), SFAS 157 was incorporated into a fair value measurement framework that establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. This framework emphasizes that fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Various inputs are used in determining the value of CLASS's portfolio investments.

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

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

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

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

### Accounting for Investments.

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



## EXHIBIT D SAMPLE AUTHORIZING RESOLUTION

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

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

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

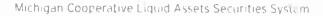
### NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1. The Governing Body adopts the Participation Agreement substantially in the form of Exhibit B which is incorporated in the Resolution by reference thereto and agrees to join with other Public Agencies to become a Participant under the terms of the Participation Agreement and to accept additional Public Agencies as new Participants without subsequent action.
- 2. The Governing Body agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of the Public Agency.
- 3. The Governing Body acknowledges and confirms the representation, warranties and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under Participation Agreement, upon which they may respectively rely.
- 4. The Governing Body hereby authorizes \_\_\_\_\_\_ (the "Authorized Officer"), to take the following actions with regard to the participation of the Public Agency in the Participation Agreement:
  - a. Deliver a certified copy of this Resolution to Investment Advisor under the Participation Agreement.



- b. Execute and deliver all notices, directions and instructions required or permitted by the Participation Agreement from the Public Agency or Participant.
- c. Make contributions to the Investment Property as provided in the Participation Agreement and select all or part of the Surplus Funds (as defined in the Participation Agreement) to be contributed to the Investment Property.
- d. Consent to an amendment to the Participation Agreement on behalf of the Public Agency if such amendment is not materially adverse to the interest of the Public Agency, is necessary to conform to the Participation agreement with law, or is a technical change necessary to facilitate the intent of the Participation Agreement.
- 5. The Participant understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
- 6. All resolutions and parts of resolution in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED	
	(Clerk or Secretary)





## **SCHEDULE 1**

The following are "Public Agencies" which propose to enter the Participation Agreement as Participants:



## Counties

Alcona County
Allegan County
Antrim County

Kalamazoo County
Kalkaska County

Arenac County Kaikaska County

Lapeer County

Barry County Lapeer County EMS Authority

Bay County

Benzie County Treasurer

Lenawee County

Livingston County

Berrien County
Branch County
Luce County

Calhoun County
Cass County
Charlevoix County
Mackinac County
Manistee County
Marquette County

Cheboygan County Mason County Treasurer

Clare County

Clinton County

County of Baraga

County of Genesee

Menominee County

Midland County

Missaukee County

Montcalm County

County of Genesee Montcalm County
County of Houghton Montmorency County
County of Kent Newaygo County

County of Monroe Oakland County
County of Muskegon Ogemaw County
County of Oceana Osceola County
Crawford County Oscoda County
Delta County Otsego County

Dickinson County

Ottawa County

Eaton County Treasurer Roscommon County
Emmet County Saginaw County

Gladwin County

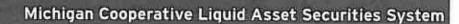
Gogebic County

Schoolcraft County

Grand Traverse County Shiawassee County

Gratiot County
Ingham County Treasurer
St. Clair County
St. Joseph County

Ionia County
Isabella County
Van Buren County





## Counties (cont.)

Washtenaw County Wexford County

Wayne County

## <u>Municipalities</u>

City of Adrian City of Grand Haven
City of Albion City of Grand Ledge
City of Allegan City of Grandville
City of Alma City of Grayling

City of Ann Arbor City of Grosse Pointe Farms
City of Auburn Hills City of Harbor Springs

City of Bangor City of Harper Woods

City of Battle Creek
City of Belding
City of Belding
City of Birmingham
City of Brighton
City of Burton
City of Cadillac
City of City of Houghton
City of Cadillac
City of Howell

City of Center Line City of Huntington Woods

City of Clawson
City of Coldwater
City of Coopersville
City of Corunna
City of Corunna
City of Detroit
City of DeWitt
City of DeWitt
City of Corunna
City of DeWitt
City of Corunna
City of Co

City of DeWitt City of Keego Harbor
City of Durand City of Lansing
City of East Tawas City of Lapeer

City of Farmington City of Lathrup Village

City of Farmington Hills
City of Flint
City of Fremont
City of Garden City
City of Garden City
City of City of Litchfield
City of Garden City
City of Ludington

City of Gaylord City of Madison Heights

City of Gladwin City of Manistee



## Municipalities (cont.)

City of Marshall
City of Swartz Creek
City of Mason
City of Sylvan Lake
City of Midland
City of Tawas City
City of Monroe
City of Tecumseh

City of Montague City of the Village of Douglas

City of Montrose City of Traverse City

City of Mt. Pleasant
City of Muskegon
City of New Baltimore
City of New Baltimore
City of New Baltimore
City of New Baltimore
City of Walker

City of North Muskegon City of Walled Lake
City of Norway City of Warren
City of Otsego City of Wayland
City of Portage City of Wayne

City of Rochester City of White Cloud
City of Rochester Hills City of Williamston
City of Romulus City of Ypsilanti

City of Roseville City of Zeeland
City of Royal Oak Grand Haven 911

City of Royal Oak Retiree Healthcare The City of Plainwell
Investment Board Village of Baroda

City of Royal Oak Retirement Board Village of Controvillage

City of Royal Oak Retirement Board Village of Centreville
City of Saint Clair Village of Centreville DDA

City of Saint Clair Village of Centreville DDA

City of Saint Clair Shores Village of Dexter

City of Saline
City of Saline
Village of Elberta
City of Saugatuck
Village of Fowler
City of Sault Ste. Marie
Village of Holly
Village of Kent City

City of Southfield

City of Springfield

City of St. Johns

City of St. Louis

Village of Kent City

Village of Lake Orion

Village of Mendon

Village of Milford

City of Standish Village of Pentwater
City of Sterling Heights Village of Quincy

City of Sturgis Village of Sparta





## School Districts

Addison Community Schools

Adrian Public Schools

A-M-A ESD

Ann Arbour Public Schools

Berrien Springs Public Schools

Birmingham Public Schools

Blissfield Community Schools

Bloomfield Hills SD

Brandywine Community Schools

**Brighton Area Schools** 

**Buchanan Community Schools** 

Carman-Ainsworth Community Schools

Caseville Public School

Charlevoix-Emmet ISD

Clinton Community Schools

Coloma Community Schools

Comstock Public Schools

Coopersville Area Public Schools

East Lansing Public Schools

Eaton Regional Education Service Agency

Escanaba Area Public Schools

Flat Rock Community Schools

Fowler Public School

Fremont Public Schools

Fruitport Community Schools

Gladwin Community Schools

Grand Haven Area Public Schools

Grand Ledge Public Schools

Grand Rapids Public Schools

Greenville Public Schools

Grosse Pointe Public Schools

Haslett Public Schools

Holland Public School

Homer Community School District

Howell Public Schools

Hudson Area Schools

Huron Valley Schools

Jonesville Community Schools

Lake Orion Community Schools

Lakeshore Public Schools

Lakeview School District

**Lawton Community Schools** 

Livingston Education Service Agency

Madison School District

Maple Valley Schools

Marshall Public Schools

Mason Public Schools

Milan Area Schools

Morenci Area Schools

New Buffalo Area Schools

New Haven Community Schools

Newaygo County RESA

**Onsted Community Schools** 

Otsego Public Schools

Owosso Public Schools

Pinckney Community Schools

Potterville Public Schools

Redford Union Schools

Romeo Community Schools

Romulus Community Schools

South Lyon Community Schools

St. Johns Public Schools

Swartz Creek Community Schools

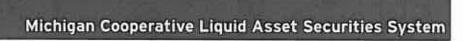
Traverse Bay Area ISD

Traverse City Area Public Schools

Union City Community Schools

Walled Lake Consolidated School District

Washtenaw ISD





## School Districts (cont.)

Watervliet Public Schools Whitmore Lake Public Schools

Williamston Community Schools

## Townships

Addison Township

Allendale Charter Township

Almer Charter Township

Almont Township Arcadia Township

Atlas Township Aurelius Township

Banks Township

Bath Charter Township

Blackman Charter Township

Blair Township

Bois Blanc Township

Bruce Township

Buena Vista Charter Township

Caledonia Charter Township

Cannon Township

Canton Charter Township

Carrollton Township

Cascade Charter Township

Central Lake Township

Charter Township of Bangor Charter Township of Breitung

Charter Township of Brighton

Charter Township of Harrison

Charter Township of Texas Clayton Charter Township

Cleon Township

Clinton Charter Township

Coldwater Township

Columbia Township

Commerce Charter Township Comstock Charter Township

Courtland Township Dallas Township

Delhi Charter Township

Delta Charter Township

Dryden Township

East Bay Township

Egelston Township

Erie Township

Eureka Township

Frankenlust Township

Fraser Township

Gaines Charter Township

Garfield Charter Township

Genoa Township

Gerrish Township

Gilmore Township

Girard Township

Goodar Township

Goodland Township

Grand Blanc Charter Township

Grand Haven Charter Township

Grand Rapids Charter Township

Grant Township

Green Oak Township

Grosse Ile Township

Hamburg Township



## Townships (cont.)

Hartland Township

Highland Charter Township Holland Charter Township

Hope Township

Huron Charter Township

Ida Township Imlay Township

Kalamazoo Township

Lansing Charter Township

Lapeer Township Leighton Township Leoni Township Leslie Township Lexington Township

Lincoln Charter Township Lyon Charter Township Madison Charter Township

Manchester Township Markey Township

Meridian Charter Township

Metamora Township

Milford Charter Township

Monitor Charter Township

Monroe Charter Township
Muskegon Charter Township

Niles Charter Township

Norman Township

Northville Charter Township Norway Charter Township

Oakland Charter Township

Oceola Township
Oregon Township
Orion Township

Oscoda Charter Township

Oshtemo Charter Township

Otto Township
Park Township

Pennfield Charter Township

Pere Marquette Charter Township

Pierson Township

Pittsfield Charter Township Plainfield Charter Township

Plainfield Township Pokagon Township Port Sheldon Township

Putnam Township

Raisin Charter Township

Ray Township Redford Township Reno Township Richmond Township Robinson Township Rose Township

Saginaw Charter Township

Salem Township Saugatuck Township

Scio Township

Shelby Charter Township

Sidney Township Solon Township Somerset Township Summit Township Sumpter Township

Superior Charter Township

Thetford Township Torch Lake Township Township of Ovid

Township of Springfield



## Township (cont.)

Tyrone Township Van Buren Charter Township Vienna Charter Township Washington Township Waterford Charter Township Watertown Charter Township West Bloomfield Charter Township West Branch Township White Lake Charter Township Whitewater Township Whitney Township York Charter Township

## Other

Adrian District Library Chain of Lakes Area Sewer Authority Chippewa River District Library City of Niles Board of Public Utilities Construction Code Authority Copemish Cleon Township Fire Department **EDC Jackson County** Grand Rapids Community College Herrick District Library Highland Township Public Library Howell Area Fire Authority Kirtland Community College Lansing Board of Water and Light Leelanau County Road Commission Lenawee County Human Services **Building Authority** Litchfield District Library Litchfield Fire Department Livingston Community Water Authority Mason-Oceana 911 Michigan South Central Power Agency Mid Michigan Area Cable Consortium Midland County Building Authority Monroe County Road Commission

Montcalm Center for Behavioral Health Montcalm County Building Authority Northeast Ingham Emergency Service Authority Ogemaw County Road Commission Ottawa County Road Commission Ottawa County Road Commission **Public Utilities** Rochester Hills -Rochester-Oakland Older Person's Commission Saugatuck Township Fire District St. Joseph County Road Commission Tawas Police Authority Tawas Utilities Authority The Board of Newaygo County Road Commission The Library Network Tuscola Behavior Health System Washtenaw Community College Water District No. 1 Midland County Western Townships Utilities Authority White Cloud Community Library

**Total: 444** 



## EXHIBIT E INVESTMENT CRITERIA

### 1. General Objectives

- (a) Legality: invest only in investments legally permissible to all Participants individually.
- (b) Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value.
- (c) Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.
- (d) Yield: maximize current income to the degree consistent with legality, safety and liquidity.

## 2. Permitted Investments

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

2082730 4 E-1



### EXHIBIT F - INVESTMENT POLICY

### Michigan CLASS Investment Policy

## 1.0 PURPOSE:

Michigan CLASS is an interlocal investment program created by an interlocal agreement of various Michigan public agencies of government dated as of October 1, 1991, restated and with amendments through December 31, 2011 (the "Participation Agreement") for the purpose of jointly investing surplus funds of the participant public agencies of government. Pursuant to the Participation Agreement and as authorized by the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7, a board of trustees was created to hold title to investments on behalf of each participant. Capitalized terms used in this policy shall have the meeting ascribed to them in the Participation Agreement.

### 2.0 SCOPE AND OBJECTIVE:

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

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

## 3.0 DELEGATION OF AUTHORITY

The authority of the Board to manage the Investment Property is derived from the Participation Agreement approved by each Participant pursuant to the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Board and the Participants have appointed Public Trust Advisors, LLC as Investment Advisor for the term set forth in an Investment Advisor Agreement between Public Trust Advisors, LLC and the Board and have delegated the authority to manage the investment property in accordance with the terms of the Participant Agreement and the Investment Advisor Agreement.

### 4.0 AUTHORIZED INSTRUMENTS:

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

- (a) US Treasury Bonds, Bills, Notes and Treasury Strips,
- (b) Obligations of an agency or instrumentality of the United States.
- (c) Commercial paper rated at the time of purchase within the highest two classifications established by not less than two standard rating services (i.e., as of September 18, 2009, A-1+ and A-1 by Standard & Poor's Ratings Service, P-1 by Moody's Investors Service, or F1+ and F1 by Fitch, Inc.) and that matures not more than 270 days after the date of purchase.
- (d) Bankers' acceptances issued by FDIC member United States banks.



- (e) Repurchase agreements consisting of instruments listed in a subdivision (a or b) Repurchase agreements shall be 102% collateralized with Public Securities Association (PSA) Master Repurchase agreement on file and or tri-party custody agreement on file.
- (f) Certificates of deposit of a financial institution eligible under law to be a depository of Participant public agencies of government so long as such articles of deposit are secured 102% at the value of each by eligible collateral listed on Schedule I for any amount of principal and accrued interest not insured by an agency of the United States.
- (g) In addition to the investments authorized in subsection (f), certificates of deposit issued in accordance with all of the following conditions:
  - a. The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
  - c. The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
  - d. The financial institution acts as custodian for Michigan CLASS with respect to each certificate of deposit.
  - e. At the same time that the funds of Michigan CLASS are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the Michigan CLASS through the financial institution.
- (h) In addition to the investments authorized in subsection (f), deposit accounts that meet all of the following conditions:
  - a. The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
  - c. The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.
  - The financial institution acts as custodian for Michigan CLASS with respect to each deposit account.
  - e. On the same date that the funds of Michigan CLASS are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by Michigan CLASS in the financial institution.
- (i) Mutual funds registered under the investment company act of 1940, maintaining a \$1.00 per share net asset value, and with authority to purchase investment vehicles that are legal for



direct investment by all participant public agencies whose monies are invested in mutual funds that such participants acknowledge that the funds be placed in a special sub account created pursuant to the Participation Agreement, as amended.

(j) Any other investment permissible to all Participants individually under Michigan Law and authorized by the board.

### 5.0 SAFEKEEPING AND CUSTODY:

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

### 6.0 PRUDENCE:

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

### 7.0 ACKNOWLEDGEMENT:

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

## 8.0 REPORTS

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

### 9.0 EFFECTIVE DATE:

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

Adopted: December 12, 2008 Last Amended: April 27, 2015



Michigan \_\_\_\_

## SCHEDULE 1 ELIGIBLE COLLATERAL

- Assets considered acceptable to the Michigan state treasurer under Section 3 of the Surplus Funds in Treasury Act, 1855 PA 105, to secure deposits of state surplus funds.
- 2. Any of the following:
  - a. Securities issued by the federal home loan mortgage corporation.
  - b. Securities issued by the federal national mortgage association.
  - c. Securities issued by the government national mortgage association.
- Other securities considered acceptable to the depositor of public funds and the financial institution.
- 4. Any other collateral permissible by Michigan law and authorized by the Board, except that in no case shall an asset with a rating classification lower than A-1 by Standard & Poor's Ratings Service, P-1 by Moody's Investors Service or F1 by Fitch, Inc. be accepted as eligible collateral.

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM F.5 APPOINTMENT OF JACK DEMPSEY TO ELECTION COMMISSION



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 24, 2018

ITEM: Appoint Jack Dempsey to The Charter Township of Plymouth Election Commission with a term expiring on November 20, 2020. Resolution #2018-04-24-18

<u>PRESENTER:</u>

Clerk Jerry Vorva

## **BACKGROUND:**

Michigan Election Law requires that every City, Township and Charter Township establish local Election Commissions based on each respective form of government. Charter Townships, in particular, require the Election Commission to consist of The Township Clerk and Two Trustees appointed by the Township Board.

The Election Commission is primarily responsible for the **oversight** of the statutory duties mandated for the Clerk to perform by State Law. The primary responsibilities for the Election Commission are attached. The tasks are completed by the Clerk, Deputy Clerk and Staff but the oversight is required by the Election Commission and all meetings of the Commission are subject to the Open Meetings Act.

I also recommend approval to pay the Election Commission members (the two Board of Trustee members only) a stipend of \$75.00 per meeting which is consistent with the Township practice of paying Board Members who serve on other committees and Boards that require regular attendance and additional oversight and duties.

## **RECOMMENDATION:**

Approve Appointment

authorizing the app	1: I move to approve Resolution #2019-04-24-18 ointment of Jack Dempsey to the Election Commission for November 20, 2020, and to authorize compensation in the er meeting.
Moved By	Secondad By

Thorca by _			rounded by T			
ROLL CALL:						
Vorva,	Dempsey,	_Heitman, _	Clinton,	Heise,	Curmi,	Doroshewitz

## STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES

## **RESOLUTION # 2018-04-24-18**

## RESOLUTION TO APPOINT A BOARD MEMBER TO THE CHARTER TOWNSHIP OF PLYMOUTH ELECTION COMMISSION

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on April 25, 2018, the following resolution was offered:

WHEREAS, Michigan Election Law requires that every Charter Township establish a Local Election Commission consisting of the Township Clerk and two trustees appointed by the Board of Trustees, and,

WHEREAS, the Election Commission is responsible for the oversight of the statutory duties mandated for the Clerk to perform by State Law as it relates to elections, and, therefore, serve as an integral part of the election process,

NOW, THEREFORE, BE IT RESOLVED THAT the Charter Township of Plymouth authorizes the appointment of Trustee Jack Dempsey to the Charter Township of Plymouth Election Commission for a term expiring on November 20, 2020, and to authorize compensation in the amount of \$75.00 per meeting.

Moved by: _	Seconded by:
Ayes: Nays:	Roll Call Vote:
Adopted: Resolution:	Regular Meeting of the Board of Trustees on April 10, 2018 #2018-04-24-18
	Jerry Vorva, Clerk, Charter Township of Plymouth

Certification
STATE OF MICHIGAN )
COUNTY OF WAYNE )
I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.
Jerry Vorva, Clerk Charter Township of Plymouth

Resolution: 2018-04-24-18



## TOWNSHIP CLERK

## TOWNSHIP TRUSTEE

## TOWNSHIP TRUSTEE

## Responsibilities: (Oversight)

- Establishing precincts, including temporary precinct consolidations for non State/Federal elections
- Establishing Absent Voter Counting Boards (AVCBs)
- Assessing Voting Equipment Needs (Supplies)
- Performing logic and accuracy testing for voting equipment. Testing
  is delegated to the local Clerk but public accuracy testing must be
  conducted by the election commission. Or each member's designated
  representative.
- Authorizing the printing and provision of ballots for use in Township elections and certain school district elections.
- Providing election supplies forms, ballot containers, etc.
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates. All CERTIFIED election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election.
- Notifying major political parties of the appointment of election inspectors in federal and state elections
- Carrying out any other election related duties for your respective jurisdiction

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

# ITEM F.6 APPOINTMENT OF GARY HEITMAN TO ELECTION COMMISSION



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 24, 2018

ITEM: Appoint Gary Heitman to The Charter Township of Plymouth Election Commission with a term expiring on November 20, 2020.

Resolution #2018-04-24-19

PRESENTER:

Clerk Jerry Vorva

## **BACKGROUND:**

Michigan Election Law requires that every City, Township and Charter Township establish local Election Commissions based on each respective form of government. Charter Townships, in particular, require the Election Commission to consist of The Township Clerk and Two Trustees appointed by the Township Board.

The Election Commission is primarily responsible for the **oversight** of the statutory duties mandated for the Clerk to perform by State Law. The primary responsibilities for the Election Commission are attached. The tasks are completed by the Clerk, Deputy Clerk and Staff but the oversight is required by the Election Commission and all meetings of the Commission are subject to the Open Meetings Act.

I also recommend approval to pay the Election Commission members (the two Board of Trustee members only) a stipend of \$75.00 per meeting which is consistent with the Township practice of paying Board Members who serve on other committees and Boards that require regular attendance and additional oversight and duties.

## **RECOMMENDATION:**

Approve Appointment

PROPOSED MOTION: I move to approve Resolution #2019-04-24-19
authorizing the appointment of Gary Heitman to the Election Commission for
a term expiring on November 20, 2020, and to authorize compensation in the
amount of \$75.00 per meeting.

Moved By _		Se	econded By		_	
ROLL CALL:						
Vorva,	Dempsey,	Heitman,	Clinton,	Heise,	Curmi,	Doroshewitz

## STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES

## **RESOLUTION # 2018-04-24-19**

## RESOLUTION TO APPOINT A BOARD MEMBER TO THE CHARTER TOWNSHIP OF PLYMOUTH ELECTION COMMISSION

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on April 25, 2018, the following resolution was offered:

WHEREAS, Michigan Election Law requires that every Charter Township establish a Local Election Commission consisting of the Township Clerk and two trustees appointed by the Board of Trustees, and,

WHEREAS, the Election Commission is responsible for the oversight of the statutory duties mandated for the Clerk to perform by State Law as it relates to elections, and, therefore, serve as an integral part of the election process,

NOW, THEREFORE, BE IT RESOLVED THAT the Charter Township of Plymouth authorizes the appointment of Trustee Gary Heitman to the Charter Township of Plymouth Election Commission for a term expiring on November 20, 2020, and to authorize compensation in the amount of \$75.00 per meeting.

Moved by: _	Seconded by:
Ayes: Nays:	Roll Call Vote:
Adopted: Resolution:	Regular Meeting of the Board of Trustees on April 10, 2018 #2018-04-24-19
	Jerry Vorya, Clerk, Charter Township of Plymouth

STATE OF MICHIGAN )			
COUNTY OF WAYNE			
I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.			
Jerry Vorva, Clerk Charter Township of Plymouth			

Resolution: 2018-04-24-18

## PLYMOUTH TOWNSHIP ELECTION COMMISSION

## TOWNSHIP CLERK

## TOWNSHIP TRUSTEE

## TOWNSHIP TRUSTEE

## **Responsibilities: (Oversight)**

- Establishing precincts, including temporary precinct consolidations for non State/Federal elections
- Establishing Absent Voter Counting Boards (AVCBs)
- Assessing Voting Equipment Needs (Supplies)
- Performing logic and accuracy testing for voting equipment. Testing
  is delegated to the local Clerk but public accuracy testing must be
  conducted by the election commission. Or each member's designated
  representative.
- Authorizing the printing and provision of ballots for use in Township elections and certain school district elections.
- Providing election supplies forms, ballot containers, etc.
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates. All CERTIFIED election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election.
- Notifying major political parties of the appointment of election inspectors in federal and state elections
- Carrying out any other election related duties for your respective jurisdiction

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

## ITEM F.7 REVIEW OF PARA AUTHORITY AGREEMENT

## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 24, 2018

ITEM: Proposed PARA Articles of Incorporation

**PRESENTER:** Supervisor Heise

<u>BACKGROUND</u>: At our April 24 Board Meeting I would like to spend some time reviewing and discussing the attached proposed Articles of Incorporation for the Plymouth Area Recreational Authority (PARA). This document has been revised by me (noted in red and strikethroughs) following weeks of discussions with you, City officials, and PARC representatives.

If you have any changes, deletions, additions or questions, please be ready to discuss them.

PROPOSED MOTION: None required; discussion item only.

## ARTICLES OF INCORPORATION FOR PLYMOUTH AREA RECREATIONAL AUTHORITY

These articles of inc	orporation for the Plymou	uth Area Recreation	onal Authority (*	PARA") are ad	dopted by the
City of Plymouth, a	Michigan home rule city	whose administra	tive offices are	located at 201	l Ś. Maiń St.,
Plymouth, MI 48179	(the "City"), and the C	harter Township	of Plymouth, a	Michigan cha	rter township
	e offices are located at 9				
to take effect as of _	, 2018.	,		,	

## ARTICLE I CREATION

- 1.1 <u>Creation</u>. There is established the Plymouth Area Recreational Authority ("PARA") in accordance with the Recreational Authorities Act, 2000 PA 321, MCL 123.1131, *et sec.* ("Act 321"), the participating municipalities for which are the City and the Township and which shall be a public body corporate.
- 1.2 <u>Purpose</u>. PARA is established for the following purpose: to acquire, construct, operate, maintain, and improve the Plymouth Arts and Recreation Complex located at 650 Church Street in the City of Plymouth (the "PARC Property") as an arts and recreation complex serving residents of the City and the Township and such other community recreation services to be determined by the PARA from time to time and as authorized under Act 321.
- 1.3 Territory. The territory of PARA is the combined jurisdictional limits of the City and the Township.
- 1.4 Board.
  - (a) PARA shall be initially governed by a five member appointed board of directors (Board). The Mayor of the City with the consent of the City Commission shall appoint two Board members. The Township Supervisor with the consent of the Township Board shall also appoint three Board members. The appointed board shall serve until midnight, December 31, 2019.
  - (b) Board-members shall serve three year terms and may be reappointed
    - (1) A vacancy prior to the expiration of a term shall occur upon any of the following: (i) the death of the incumbent; (ii) the incumbent's resignation; (iii) the incumbent's removal from office; (iv) the incumbent's ceasing to reside within the jurisdictional limits of the appointing entity (in the case of the at large members, this means the entire jurisdictional limits of PARA); (v) the incumbent's conviction of any infamous crime or the incumbent's offense involving a violation of the incumbent's oath of office; (vi) the decision of a court or other competent tribunal, declaring void the incumbent's appointment; or (vii) the incumbent's refusal or neglect to take the oath of office, or to give or renew any official bond, or to deposit such oath or bond, in the manner and within the time prescribed by law.
    - (2) An appointed board member may be removed by the appointing body for good cause shown after a public hearing.
    - (3) A vacancy on the board shall be filled in the same manner and by the same persons and body as the original appointment. Those appointed to fill a vacancy created prior to the expiration of a term shall serve until the completion of the unexpired term.
  - (c) At its first meeting, the board shall elect a chairperson, secretary, treasurer, and any other officers it considers necessary. Officers shall be elected by the board annually at the first meeting following January 1 of each year.
    - (1) The chairperson shall preside at all meetings of the board and shall have all privileges and duties of a board member, including the right to vote on all matters. The chairperson shall be elected by a majority of the board, annually, from the board's membership.

- (2) The secretary shall keep or cause to be made all reports, records, and minutes required by these articles of incorporation or applicable law.
- (3) The treasurer shall keep or cause to be made all appropriate financial records and reports required by these articles of incorporation or applicable law.
- (d) Members of the board shall serve without compensation, but they may be reimbursed for reasonable expenses, including expenses for travel-previously authorized by the board, incurred in the discharge of the member's official duties.
- (e) Two (2) Board members shall be elected by City voters, and three (3) elected by Township voters at the November 2020 municipal election. Those members elected shall have their terms commence on January 1, 2021. Those members elected shall serve for a period of four (4) years. A vacancy on the elected board shall be filled by the City Commission or Township Board, upon recommendation of the Mayor and Supervisor, respectively, depending on where the vacancy occurred. Those appointed to fill a vacancy created prior to the expiration of a term shall serve until the completion of the unexpired term.

### 1.5 Meetings.

- (a) The board shall meet at least quarterly and shall annually establish a meeting schedule which shall be posted at the offices of the City and the Township in the manner and time provided by law.
- (b) All business of the board shall be conducted at public meetings held in compliance with the Open Meetings Act, 1976 PA 267, and all records of PARA shall be made available in compliance with the Freedom of Information Act, 1976 PA 442, as amended.
- (c) Special board meetings may be called by the chairperson or any two board members. All members shall be notified in writing at least 18 hours prior to a special meeting.

### 1.6 Voting.

- (a) A majority of board members shall constitute a quorum.
- (b) Official action may be taken upon the vote of a majority of the board members present, unless the board adopts bylaws requiring a larger number.

## 1.7 Minutes.

- (a) Minutes of all board meetings shall be prepared and approved as required by law, including the Open Meetings Act, 1976 PA 267. Copies of minutes shall be sent or delivered to the City and the Township as soon as reasonably possible following a board meeting.
- (b) Minutes and other public records shall be kept and made available from either the City or the Township in accordance with the Freedom of Information Act, 1976 PA 442.
- 1.8 Bylaws. The board shall adopt procedural bylaws for the conduct of its meetings.

## ARTICLE II OPERATIONAL REQUIREMENTS

## 2.1 Powers. PARA may do one or more of the following:

(a) Acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, the PARC Property and any other real and personal property to be used in or beneficial to the operation of the Plymouth Arts and Recreation Complex. The property may include franchises, easements, or rights of way on, under, or above any property. PARA may pay for the property, or pledge for the payment of the property, from revenue of PARA

- (b) Apply for and accept grants or contributions from individuals, the federal government or any of its agencies, the State of Michigan, a municipality, or other public or private agencies to be used for any of the purposes of PARA.
- (c) Hire full-time or part-time employees and retain professional services.
- (d) Provide for the maintenance of all of the real and personal property of PARA.
- (e) Assess and collect fees for services provided by and expenses incurred by PARA.
- (f) Receive revenue as appropriated by the legislature of this state, the City, the Township, or any subsequent participating municipality.
- (g) Enter into contracts incidental to or necessary for the accomplishment of the purposes of PARA.
- (h) Exercise such other powers as may from time to time be authorized by Act 321.
- (i) Provide other such community recreation services to be determined by the PARA and as authorized under Act 321.
- 2.2 <u>Function</u>. PARA shall operate, maintain, repair, replace, and improve property and facilities under its control, and plan, implement, oversee, and control recreational programs and recreational services in accordance with the direction of the board and within its budget. PARA may accomplish these functions by entering into a long term renewable concession agreement not to exceed 20 years with Plymouth P.A.R.C., Inc., a Michigan nonprofit corporation doing business as Plymouth Arts and Recreation Complex ("Plymouth PARC"), as concessionaire, pursuant to which Plymouth PARC shall operate, maintain, repair, replace, and improve property and facilities for the PARC Property and any other property ancillary and related thereto acquired by PARA, and plan, implement, oversee, and control recreational programs and recreational services, subject to the terms and conditions to be set forth in such concession agreement.
- 2.3 <u>Termination</u>. In the event PARC does not fulfill its obligations as determined by the Board, the Board reserves the right to terminate PARC's concession agreement for cause and seek a replacement concession agreement with an alternative vendor consistent with the objectives of Section 2.2.
- 2.4 <u>Preferences</u>. PARA may offer discounts and other preferences to residents of the City and Township, as provided in Act 321.

## ARTICLE III FINANCING AND INSURANCE

- 3.1 Fiscal Year. The fiscal year of PARA shall be from January 1 to December 31.
- 3.2 Annual Budget.
  - (a) The board shall prepare an annual budget for PARA operations in accordance with sections 14-19 of the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.434 to 141.439 (the "UBAA"). The proposed budget shall be submitted to the City, the Township, and any subsequent municipal members for review. The City, the Township, and any subsequent municipal member may recommend adjustments to their own designated board representative(s), but shall not amend, reject, or approve the submitted budget. PARA board's approval of the budget shall require the approval of a simple majority of the Board.
  - (b) The board shall not expend funds in excess of its approved budget or in excess of any PARA funds on hand. No funds of the City, the Township, or any subsequent municipal member (except for contributions made to PARA by any of those entities) shall be committed or expended, except as appropriated by its governing body.
  - (c) PARA funds may be invested as provided by section 1 of 1943 PA 20, MCL 129.91.
  - (d) The board shall obtain an annual audit of PARA in the manner provided by sections 6 to 13 of the UBAA, MCL 141.426 to 141.433, and Act 321.

## 3.3. Authority to Tax

- (a) PARA shall have the authority to levy a tax of not more than \_\_\_\_\_\_\_mills for not more than 20 years on all of the taxable property within the territory of PARA for the purposes of acquiring, constructing, operating, maintaining, and improving the PARC Property and any other property ancillary and related thereto. PARA may levy the tax only upon the approval of a majority of the electors in each of the participating municipalities of PARA voting on the tax at the November 6, 2018 general election. The proposal for a tax shall be submitted to a vote of the electors of the City and Township by resolution of the PARA board.
- (b) A ballot proposal for a tax shall state the amount and duration of the millage and the purposes for which the millage may be used. A proposal for a tax shall not be placed on the ballot unless the proposal is adopted by a resolution of the board and certified by the board not later than 60 days before the election or such longer period as may be required by state law to the Wayne County clerk for inclusion on the November 6, 2018 ballot. The proposal shall be certified for inclusion on the ballot at the next eligible election, as specified by the board's resolution.
- (c) If a majority of the electors in each of the participating municipalities of the authority voting on the question of a tax approve the proposal as provided under subsection (a), the tax levy is authorized. Not more than 2 elections may be held in a calendar year on a proposal for a tax authorized under Act 321.
- (d) The proceeds of a tax levied pursuant to this section 3.3 shall only be used by PARA for the purposes described in this section and shall not be used by PARA for any purpose prohibited by under Section 11(4) of Act 321.
- (e) Any remaining millage amount not requested and approved at the November 6, 2018 general election may be requested by the Board at a future date pursuant to a vote of the electorate and Section 3.3(b) for future recreational services as determined by the Board subject to Act 321.
- 3.4 Annual Budget Funding Obligations. Funding for PARA shall be through the following:
  - (a) Such funds as are appropriated by the City and the Township in accordance with the terms and conditions of this Agreement; and
  - (b) Such other funds as may be available to the board, including gifts and grants from public or private entities or individuals, or activity and program fees.
  - (c) A tax levy as provided in Act 321 and these articles of incorporation.

## 3.5 Insurance.

- (a) The board shall secure and maintain insurance with such terms, coverages, and amounts as are in the discretion of the board needed to cover PARA's property, the operations of PARA, the staff employed by PARA, PARA's indemnification obligations, and such other items as may, in the board's discretion be important to insure; provided that the board may require Plymouth PARC to secure and maintain insurance to cover the PARC Property in lieu of obtaining such insurance. Proof of such insurance shall be furnished to the City and the Township upon request.
- (b) The cost of such insurance shall be paid by PARA as part of its annual budget.

## ARTICLE IV AMENDMENT, ADDITIONAL MEMBERS, DISSOLUTION

4.1 <u>Amendment</u>. These articles of incorporation may be amended by an affirmative vote of a majority of the members serving on the governing bodies of the City and Township.

### 4.2 Dissolution.

- (a) Provided there is no outstanding debt or contractual obligations of PARA, it may be dissolved by approval of dissolving resolutions adopted by the governing bodies of the City and Township. If there is outstanding debt or contractual obligations, dissolution can occur only upon meeting the terms and conditions of such debt or contracts. So long as the concession agreement between PARA and Plymouth PARC remains outstanding, dissolution may not occur without the written consent of Plymouth PARC, the City and the Township.
- (b) Upon the dissolution, property held or used by PARA shall be allocated and distributed in accordance with the following:
  - (1) All property, of any nature, which is titled to or otherwise owned by the City, the Township, or any other party, shall remain the property of that person or entity.
  - (2) All monies and funds, from whatever source, which are the property of PARA shall be distributed between the City and the Township in accordance with the most recent contribution percentages, after deducting any expenses associated with the dissolution of the board and PARA.
  - (3) All property, other than that otherwise provided for in subsections 4.2(b)(1) and (2) above, shall be divided by agreement between the City and the Township in accordance with the formula described in subsection (2). If the parties do not agree on the value attributed to the items of property, the property may be divided by a legally recognized form of arbitration, as assigned by the Board. If the parties do not choose arbitration, and cannot agree on how to distribute the property between them, then the property shall be disposed of by the Board at public auction. All revenues received as a result of any auction shall be distributed in accordance with the formula set forth in subsection (2) above, except that administrative expenses associated with the auction shall also be deducted prior to any distribution.
- (c) Should the November 6, 2018 millage election referenced in Section 3.3 be rejected by the voters of either the City or Township as provided in Section 3.3, this agreement is immediately null and void upon final certification of the election results by both the City and Township, and the Board as outlined in Section 1.4 is immediately disbanded without recourse by the PARA Board and/or PARC.

recourse by the PARA Board and/or PARC.
articles of incorporation as of the date first above written. newspaper of general circulation in the City and Township on
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CHARTER TOWNSHIP OF PLYMOUTH

By:	
Jerry Vorva, Township Clerk	
•	
Resolution adopted	, 2018

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

## ITEM F.8 UPDATE ON HILLTOP GOLF COURSE COMMITTEE

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

## ITEM G SUPERVISOR AND TRUSTEE COMMENTS

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

## ITEM H PUBLIC COMMENTS AND QUESTIONS

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES REGULAR MEETING April 24, 2018

## ITEM I ADJOURNMENT