



AGENDA - City Council

DATE: August 14, 2023 7:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Zoning Board of Appeals
 - I. Exception Request: 895 Bishop, Front Yard Fence
 - II. Exception Request: 677 Middlesex, Front Yard Fence
- V. Approval of Consent Agenda
 - I. Approval of July 10, 2023 Minutes
 - II. Approval of July 31, 2023 Special Meeting Minutes
 - III. Committee & Commissions Report
 - IV. Remodel and Upgrade the Public Safety Evidence Storage Area
 - V. Approve Purchase of Utility Truck
 - VI. Traffic Control Order #234
 - VII. Traffic Control Order #235
 - VIII. Opt-In Walgreens Pharmacy National Opioid Settlement
- VI. Public Comment (Agenda Items)
- VII. Managers' Report/Public Safety
- VIII. Unfinished Business
- IX. New Business
 - I. DTE Presentation
 - II. Ordinance #240: Retail Fraud and Disorderly Persons
 - III. Fiscal Year 2023 Project Carryforwards & 401 Capital Projects Fund Cancellation
 - IV. Credit Card & Electronic Devices Resolution
 - V. Bank & Financial Investment Depositories
 - VI. Surplus Investment Policy
 - VII. Michigan Class a Local Government Investment Pool - Public Act 20
 - VIII. City sponsored 457b Deferred Compensation Provider

- IX. BS&A financial Software Modules: Self Service & Miscellaneous Receivables
- X. ProNexus Accounting Service Agreement
- XI. Resolution Approving Sale of Alter Road Properties
- XII. Short Term Rental Discussion
- XIII. Council Comment
- X. Public Comment (Non-Agenda Items)
- XI. Adjournment

Public Comment: Public Comments are limited to three minutes.

Live Stream: The meeting will be livestreamed to the Official City of Grosse Pointe Park YouTube Channel.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Exception Request: 895 Bishop, Front Yard Fence

SUMMARY: The owner of 895 Bishop commenced construction on an electronic gateway and fence located in the front yard of the property without securing the required permits from the Department of Public Services. Per Section 27-100(b) *Fence Location and Height* of the Zoning Ordinance, no fence shall be constructed or maintained on any part of a front yard, and no fence can exceed six feet in height. Section 27-153(g) *Exceptions* allows for the ZBA to relax the limitations of Section 27-100(b) and permit what would otherwise be prohibited.

Upon being contacted by the Building Official and learning about the regulations, the owner submitted an application to the ZBA seeking an exception to the prohibition of both a front-yard fence and the maximum height of 6 feet. An exception request requires a public hearing and certain notification requirements. At the public hearing, the ZBA may hear from interested parties and at its conclusion, can take action on the request.

Attached for your review are the following materials:

1. Staff report by McKenna
2. Application
3. Copy of Published Public Notice
4. Affidavit of publication for the Public Notice
5. Proof of Mailing Notice
6. Map of parcels in Notice Area
7. Written comments that were received prior to 12:00 PM on August 10th, 2023. Comments received up to the meeting will be forwarded to the ZBA and made available for public review.

FINANCIAL IMPACT: None

RECOMMENDATION: Conduct the required public hearing and take action on the application.

PREPARED BY: Warren Rothe, Assistant City Manager



MCKENNA

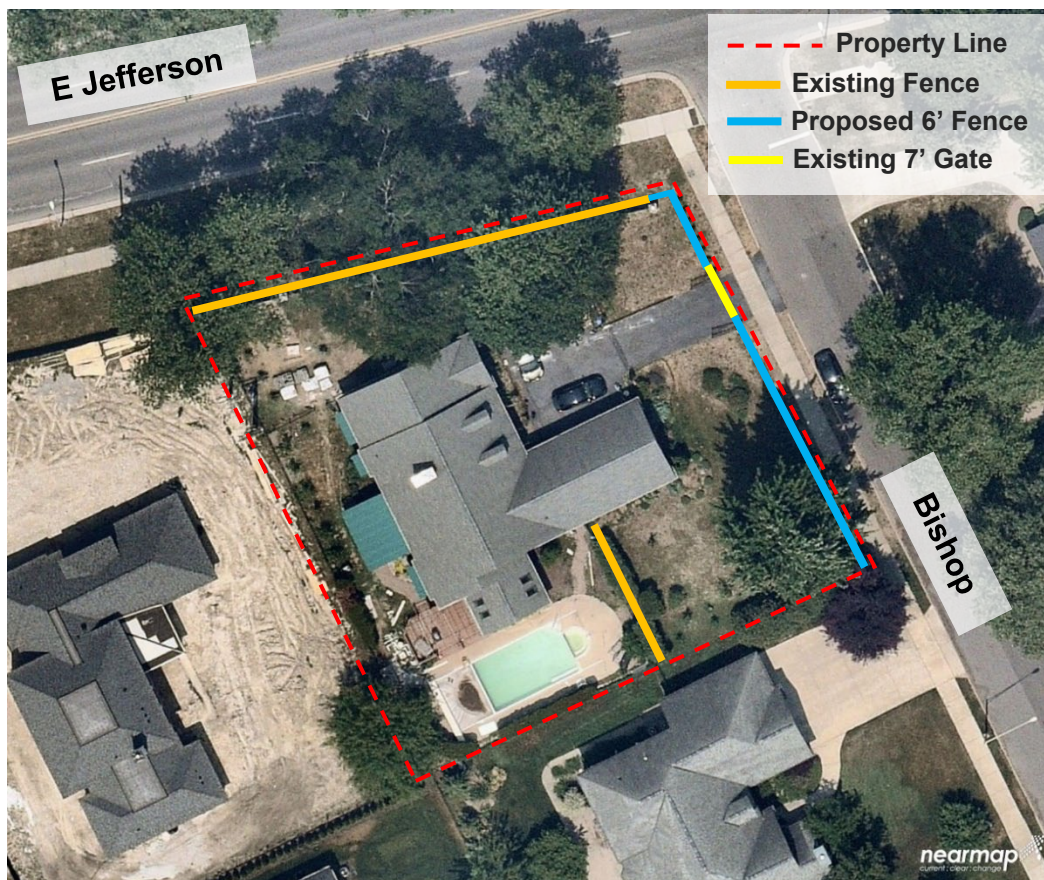
July 28, 2023

Terry Brennan
Building Inspector
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Subject: 895 Bishop Lane – Fence Permit Administrative Review
Zoning: RA (Single-Family Residential)
Applicant: Ruslan Baskevych

Dear Mr. Brennan:

We have received an application for the construction of an iron decorative gate and accompanying fence at 895 Bishop Lane (“the site”). Ruslan Baskevych (“the applicant”) built without a permit a 7-foot-tall, 16-foot-wide gate at the foot of the driveway off Bishop Lane. Attached to the gate, the applicant is proposing an additional 102 feet of 6-foot-tall iron fencing along the front property line. This would attach to the existing nonconforming iron fence (extending into the front yard) along the applicant’s side yard along E Jefferson Avenue. See the picture below.



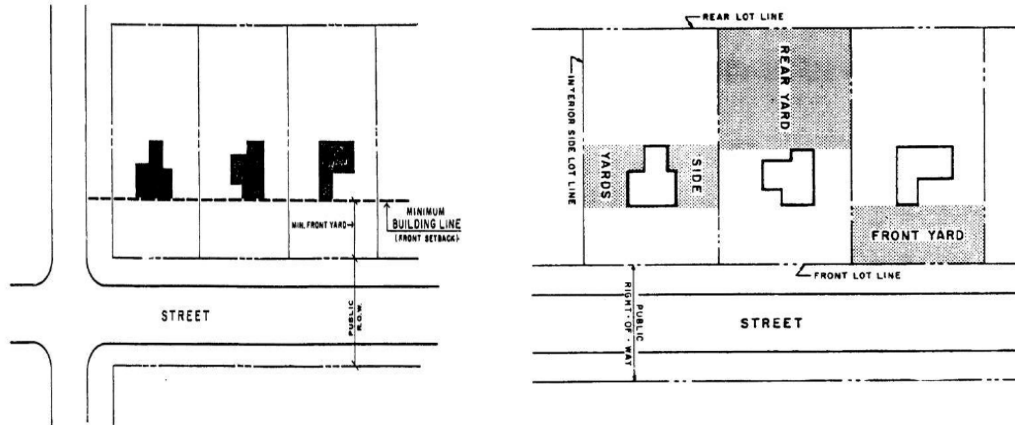
HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.



Side and rear fences are permitted, and front-facing fences may be constructed up to the front building line (see Figures 2-3 below). The intent of this section of the ordinance is to allow for ease of access for emergency vehicles and personnel.



Figures 2-3 Building line and yard delineation

VARIANCE REQUEST

The application requests the following non-use variance from the Zoning Ordinance:

Section 27-100(b): *“No fence shall be constructed or maintained on any part of a front yard.”*

The applicant's request is to construct a total of 118 linear feet of fencing (16' recently installed gate plus 102' of new fence) in the front yard of the lot. Front yard fences, except for living fences, are not permitted in this district.

Along with the application, the applicant submitted a drawing of the property with proposed fence information and a photo of the driveway area of the front yard, with the newly constructed gates shown in the image. Note that at the right in the photo is a metal fence that appears to extend forward of the front line of the house, which is prohibited.

VARIANCE STANDARDS

Per Section 27-155(2), variance requests are subject to the following review standards:

*“To authorize...non-use variances from the strict application of the provisions of this Ordinance where by reason of exceptional narrowness, shallowness, shape or area of a specific piece of property at the time of enactment of this Ordinance or by reason of exceptional topographic conditions or other extraordinary or exceptional conditions of such property, the strict application of the regulations enacted would result in... **practical difficulties in the case of a non-use variance upon the owner of such property, provided such relief may be granted without a non-use variance upon the owner of such property [and] provided such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this Ordinance.**”*



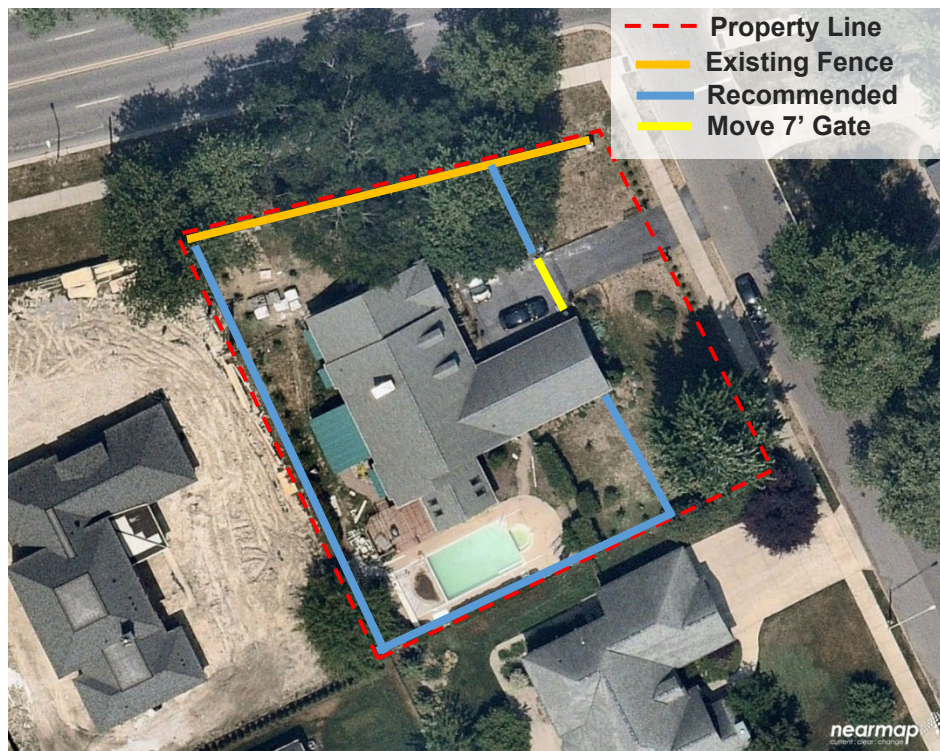
FINDINGS

1. **Strict compliance with restrictions governing area, setback, frontage, height, bulk, density, or other non-use matters, will unreasonably prevent the owner from using the property for a permitted purpose or will make conforming unnecessarily burdensome.**

We find the applicant may have practical difficulties due to the presence of a service animal and the position of the home on the lot and the existing pool within the backyard leaving minimal outdoor space for the service animal.

2. **The requested variance is not the smallest possible deviation required to give significant relief to the owner, or fairness to other property owners.**

We find that the requested variance is not the smallest possible deviation from Ordinance requirements to give significant relief to the owner. The proposed fence and new gate fully enclose the entire front yard. It seems that the owner has ample space in the side yards to add and modify fencing so that it meets Zoning Ordinance standards. The image below is a possible route the applicant could take:



To create as large a yard as possible for the service animal while keeping within the fencing requirements of the Zoning Ordinance, the applicant may install a fence as far forward as the front line of the garage. He can move the existing fence forward that screens the swimming pool and add side fencing to join the sections. He can install a gate across the driveway at the front line of the house as well, and connect it with new fencing to the existing fence along Jefferson Avenue. Note that the gate is 7' tall, where the Ordinance only allows a height of 6'. The applicant may seek a variance for the height of the gate, but to prevent the need for further variances, we recommend that he reduce the height of the proposed fence to 6'.



Nothing in the Zoning Ordinance precludes the applicant from planting and maintaining a dense shrub and other landscaping across the front yard line to enhance security and aesthetics, although the presence of the service animal may preclude this. The Zoning Ordinance allows the use of front yards in this way, so long as living fences are regularly trimmed to exceed four feet in height. These options could be suitable solutions for the applicant while maintaining adequate emergency access.

3. **The need for the variance is due to unique circumstances particular to the property and not generally applicable in the area or to other properties in the same zoning district, and is not economic in nature.**

While the size, shape, and position of the home on the lot limit the backyard, this is not entirely unique to the area in which the home exists, as the other homes along Bishop Road have minimal backyards due to the positions of the homes on the lots. However, Allowing the construction of a 6' to 7' fence and gate along the entire front right-of-way would severely limit emergency access to the lot, potentially proving injurious to the public good.

Further, no other properties in the immediate area have front yard gates or fences and this would break up the visual continuity of the streetscape. We believe additional fencing or a living fence can be constructed while remaining in compliance with the Zoning Ordinance and satisfying the needs of the applicant, as discussed under Item #2, above here.

4. **The problem and resulting need for the variance has been created by strict compliance with the Zoning Ordinance, not by the owner.**

The size of the applicant's backyard is not due to circumstances that are self-created by the applicant. The applicant did not build the home or construct the pool, therefore limiting the backyard, as the house was bought by the applicant in 2021.

RECOMMENDATION

Based on the standards of the Zoning Ordinance and information provided in the application, we **do not recommend** approval of the existing gates and proposed front yard fence. We do however recommend that the applicant move the existing gate, and we recommend the proposed fence be constructed to be no farther forward on the lot than flush with the front line of the garage.

If you have any questions, we are happy to discuss at your convenience.

Respectfully submitted,

McKENNA

Michael Boettcher, AICP
Senior Planner

Ashley E. Amey
Assistant Planner



City of Grosse Pointe Park

Zoning Board of Appeals Application

Applicant's Name: RUSLAN BASKEVYCH
Applicant's Address: 895 Bishop
Home Phone: (586) 438-9496 Business Phone: _____
State specific variance requested: Front Gate install

Specifically, state any hardships that may be incurred through compliance of existing zoning regulations:
I have a large breed dog who walks outside and sometimes electric fence fails and I'm afraid my dog might run off to the street and cause problems.

Attach drawing if such variance request relates to construction or placement of any structure.

Such drawing must include the following:

1. Depict existing lot and buildings and that of immediate adjoining lots.
2. Denote yard setback distances.
3. Percentage of lot occupancy existing.
4. Percentage of lot occupancy proposed.
5. Area dimensions and height of proposed addition/construction.
6. Use of existing building.
7. Vehicle parking area(s).

Submit non-refundable appropriate fee as follows for variance request regarding:

Non-Refundable Application Fee	\$500.00
Plan Review	\$500.00
Building Construction	\$500.00
Building or property use	\$500.00
Sign placement	\$500.00
Miscellaneous	\$500.00
Fence restrictions	\$150.00

Please note application will not be forwarded or hearing schedule until appropriate fees have been paid along with complete set of drawings.

Failure to comply with zoning regulations or obtain necessary approval as required will result in fines and penalties of up to \$500.00 in accordance with the provisions of the Grosse Pointe Park City code.

Signature [Signature] Date 06/21/23



City of Grosse Pointe Park

FEE: \$50.00

FENCE PERMIT

MAIL TO: CITY OF GROSSE POINTE PARK
BUILDING DEPARTMENT
15115 E. Jefferson
Grosse Pointe Park, MI 48230

If you have any questions, please call (313)822-6200 or e-mail building@grossepointepark.org.
Please refer to www.grossepointepark.org to view the Zoning Ordinance, and fence regulations.

PROPERTY INFORMATION

Property Address: 895 Bishop

Zoning District: _____

PROPERTY OWNER

Name: Ruslan Bashevych
Address: 895 Bishop
City, State, Zip: Grosse Pointe Park
Phone #: 586-438-9496
Email: _____

APPLICANT/OWNERS REPRESENTATIVE

Name: Ruslan Bashevych
Address: 895 Bishop
City, State, Zip: GROSSE POINTE PARK
Phone #: 586-438-9496
Email: _____

FENCE TYPE

CLOSED CONSTRUCTION STYLE:

☐ Basket Weave ☐ Board on Board ☐ Shadowbox ☐ Masonry Wall ☒ Other

Construction materials: metal

Height above adjacent grade: 7'

* Distance from fence to property line(s): 0'-00"

OPEN CONSTRUCTION STYLE:

☐ Chain Link ☐ Woven Wire ☐ Split Rail Picket ☐ Lattice ☐ Hedgerow/Living Fence

☐ Picket: (Width of Picket _____ Width of Spacing _____) ☒ Other

Construction materials: Iron

Height above adjacent grade: 7'

Distance from fence to property line(s): 0'-00"

15115 EAST JEFFERSON AVENUE • GROSSE POINTE PARK • MICHIGAN • 48230 • 313.822.6200



City of Grosse Pointe Park

REQUIRED SKETCH

Please attach a drawing or sketch below indicating the location of the proposed fence in relation to all property lines, adjacent structures, zoning districts, and street corners. The dimension of the fence lengths will need to also be shown.

SIGNATURE

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted.
2. I understand that it is the property owner's responsibility to ensure the fence is constructed within their property lines and that it does not encroach on neighboring property and public right-of-way.

Property Owner Signature: *[Signature]* Date: 06/21/23

Applicant Signature (if different than property owner) _____ Date: _____

Please sketch fence layout below or attach drawing indicating proposed fence location.



OFFICE USE ONLY:

Parcel ID #: _____ File #: _____
Receipt #: _____ Check #: _____ Received by & date: _____

15115 EAST JEFFERSON AVENUE • GROSSE POINTE PARK • MICHIGAN • 48230 • 313.822.6200

City of **Grosse Pointe Park**, Michigan

NOTICE OF PUBLIC HEARING ON EXCEPTION REQUEST FOR A FRONT YARD FENCE/GATE AT 895 BISHOP

PLEASE TAKE NOTICE The Zoning Board of Appeals of the City of Grosse Pointe Park will hold a Public Hearing on Monday, August 14, 2023, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

An application to the Grosse Pointe Park Zoning Board of Appeals requesting an exception to the requirements of the Zoning Ordinance, Section 27-100(b) Fences, Location and Height by the owners of real property located at 895 Bishop, Grosse Pointe Park, Michigan 48230. The following exceptions are being requested:

1. Approve/relax the limitations of a fence/gate located in a front yard.
2. Approve/relax the limitations of a fence/gate in excess of six (6') feet in height.

Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Zoning Board of Appeals at the public hearing. Comments can be submitted via email at clerk@grossepointepark.org.

Meaghan Bachman,
City Clerk

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Park

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following dates:

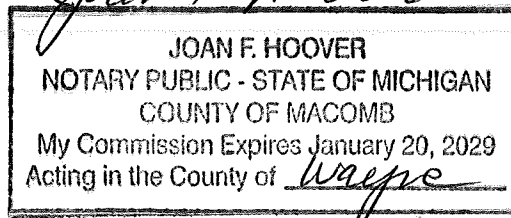
July 27, 2023

#3 GPP ZBA 895 BISHOP

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

Joan F. Hoover



Notary Public

**PROOF OF MAILING REGARDING NOTICE OF ZONING BOARD OF APPEALS
HEARING**

I, Meaghan Bachman, Clerk of the City of Grosse Pointe Park, certify that, on this 25th day of July 2023, I deposited a Notice of Zoning Board of Appeals Hearing for delivery with the United States postal service to the following addresses:



Meaghan Bachman
Clerk of the City of Grosse Pointe Park
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230
(313) 822-6200

See attached document for complete list of addresses.

City of Grosse Pointe Park, Michigan
Notice of Public Hearing
On Exception Request for a front yard fence/gate at 895 Bishop.

PLEASE TAKE NOTICE The Zoning Board of Appeals of the City of Grosse Pointe Park will hold a Public Hearing on Monday, August 14, 2023, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

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Meaghan Bachman, City Clerk

BROUYETTE, NICOLE-O'NEILL, WESTON
902 EDMONT
GROSSE POINTE PARK, MI 48230

DAVID M GASKIN
1000 BISHOP
GROSSE POINTE PARK, MI 48230

BRAYE, KEVIN-KREMER, WILLIAM
893 BISHOP LN
GROSSE POINTE PARK, MI 48230

JUSTIN PERUSKI
894 EDMONT
GROSSE POINTE PARK, MI 48230

MARC G. WEAVER & EMILY SHEFFERLY
16615 E. JEFFERSON
GROSSE POINTE PARK, MI 48230

CHRISTIAN & PATRICIA MATTHEWS
887 BISHOP LN
GROSSE POINTE PARK, MI 48230

LYUDMYLA BASKEVYCH
895 BISHOP
GROSSE POINTE PARK, MI 48230

HRUSKA-JUSTIN-ALDO
16555 E. JEFFERSON
GROSSE POINTE PARK, MI 48230

LAURENCELLE, ALAN-JANNE
882 ELLAIR PL
GROSSE POINTE PARK, MI 48230

**TRIFUNOVIC BORIVOJC & ZELJKA
KOROMA**
870 ELLAIR PLACE
GROSSE POINTE PARK. MI 48230

DR. ALTON G. SMITH
1001 BISHOP
GROSSE POINTE PARK, MI 48230

JAMES & KRISTINE HART
875 ELLAIR PL
GROSSE POINTE PARK, MI 48230

**TRIFUNOVIC BORIVOJC & ZELJKA
KOROMA**
878 ELLAIR PLACE
GROSSE POINTE PARK. MI 48230

JOHN MOGK
1000 YORKSHIRE
GROSSE POINTE PARK, MI 48230

WESLEY WADE & TRICIA HEMBLING
16460 E. JEFFERSON
GROSSE POINTE PARK, MI 48230

LAURENCELLE, ALAN-JANNE
882 ELLAIR PLACE,
GROSSE POINTE PARK. MI 48230

ANDREW W MACLEOD
1002 YORKSHIRE
GROSSE POINTE PARK, MI 48230

ROBERT & KAREN HAMILTON
895 ELLAIR PL
GROSSE POINTE PARK, MI 48230

PETER WHITTAKER & KARIN PRZKLENK
885 BISHOP
GROSSE POINTE PARK, MI 48230

JOHN SZYMANSKI
864 BISHOP RD
GROSSE POINTE PARK, MI 48230

DAVID MESSMAN
879 ELLAIR PL
GROSSE POINTE PARK, MI 48230

MICHAEL & AMY BAUER
875 BISHOP
GROSSE POINTE PARK, MI 48230

GREGORY J. CHANCEY
870 BISHOP RD
GROSSE POINTE PARK, MI 48230

JAMES & ELIZABETH DAILEY
910 EDMONT
GROSSE POINTE PARK, MI 48230

DONALD & CHERYL EZOP
865 BISHOP
GROSSE POINTE PARK, MI 48230

JOHN & DEBORAH PECK
880 BISHOP RD
GROSSE POINTE PARK, MI 48230

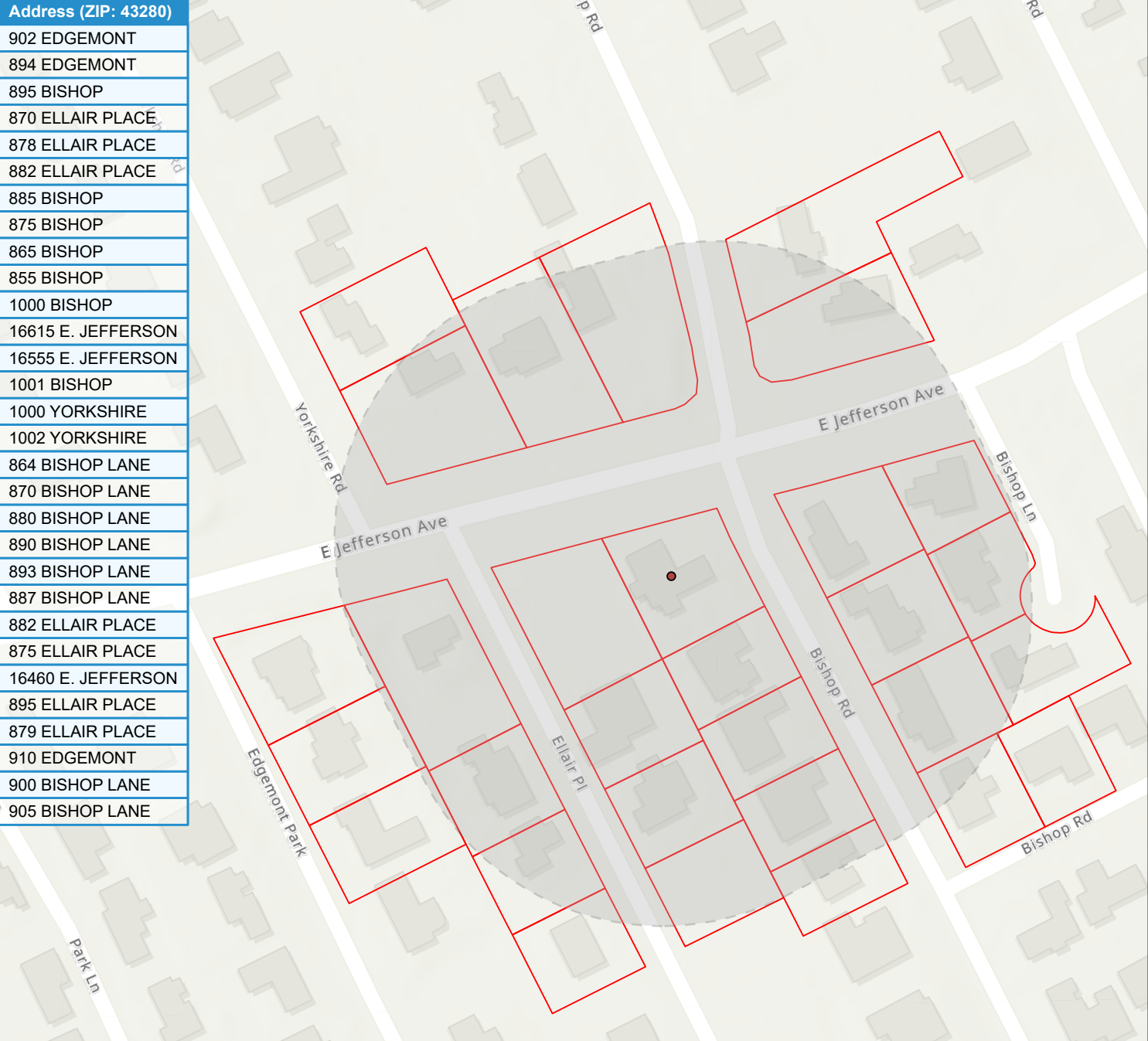
ROBERT DUMAS
900 BISHOP LN
GROSSE POINTE PARK, MI 48230

ANDREW & ALICIA TURNBULL
855 BISHOP
GROSSE POINTE PARK, MI 48230

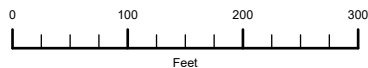
PAUL & MARIANNA MANION
890 BISHOP
GROSSE POINTE PARK, MI 48230

DAVID AND DAN SHRINER
905 BISHOP LN
GROSSE POINTE PARK, MI 48230

Address (ZIP: 43280)
902 EDMONT
894 EDMONT
895 BISHOP
870 ELLAIR PLACE
878 ELLAIR PLACE
882 ELLAIR PLACE
885 BISHOP
875 BISHOP
865 BISHOP
855 BISHOP
1000 BISHOP
16615 E. JEFFERSON
16555 E. JEFFERSON
1001 BISHOP
1000 YORKSHIRE
1002 YORKSHIRE
864 BISHOP LANE
870 BISHOP LANE
880 BISHOP LANE
890 BISHOP LANE
893 BISHOP LANE
887 BISHOP LANE
882 ELLAIR PLACE
875 ELLAIR PLACE
16460 E. JEFFERSON
895 ELLAIR PLACE
879 ELLAIR PLACE
910 EDMONT
900 BISHOP LANE
905 BISHOP LANE



Parcels within 300 ft of 895 Bishop Road



To: clerk <clerk@grossepointepark.org>

Subject: 895 Bishop ZBA request

Dear Grosse Pointe Park ZBA Members,

I respectfully request that the request to allow a gate and fence to be constructed in the front yard of 895 Bishop in violation of the City's zoning ordinance be denied.

The gate that has been erected already, and without proper permitting, does not fit the character and design aesthetic of our Grosse Pointe Park community.

Regards,
Andrew Turnbull



assuredpartners.com



Andrew Turnbull

Certified Risk Architect

13900 Lakeside Circle
Sterling Heights, MI 48313

d: [3136175704](tel:3136175704) | c: [3136175704](tel:3136175704)

o: [5868432759](tel:5868432759)

e: andrew.turnbull@assuredpartners.com

Subject: RE: GPP Zoning Board Notice (895 Bishop Fence/Gate)

To: Zoning Board of Appeals

I really don't care whether the owner at 895 Bishop installs a fence, nor its height. I would only ask that it is professionally installed and tasteful. Additionally:

- There is no need to have the "Beware of Dog" plaque
- Straighten the vertical address numbers on the gate column
- Eliminate the tarp on the north expanse along Jefferson
- Cleanup the yard that looks like a scrap yard and scattered with debris
- Landscape appropriately with tasteful bushes, trees and lawn

Many thanks,
Greg

G. J. Chancey



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Exception Request: 677 Middlesex, Front Yard Fence

SUMMARY: The owner of 677 Middlesex commenced construction on an electronic gateway and fence located in the front yard of the property without securing the required permits from the Department of Public Services. Per Section 27-100(b) *Fence Location and Height* of the Zoning Ordinance, no fence shall be constructed or maintained on any part of a front yard. Section 27-153(g) *Exceptions* allows for the ZBA to relax the limitations of Section 27-100(b) and permit what would otherwise be prohibited.

Upon being contacted by the Building Official and learning about the regulations, the owner submitted an application to the ZBA seeking an exception to the prohibition of a front-yard fence. An exception request requires a public hearing and certain notification requirements. At the public hearing, the ZBA may hear from interested parties and at its conclusion, can take action on the appeal.

Attached for your review are the following materials:

1. Staff report by McKenna
2. Application
3. Copy of published Public Notice
4. Affidavit of publication for the Public Notice
5. Proof of Mailing Notice
6. Map of parcels in Notice Area
7. Written comments that were received prior to 12:00 PM on August 10th, 2023. Comments received up to the meeting will be forwarded to the ZBA and made available for public review.

FINANCIAL IMPACT: None

RECOMMENDATION: Conduct the required public hearing and take action on the application.

PREPARED BY: Warren Rothe, Assistant City Manager



MCKENNA

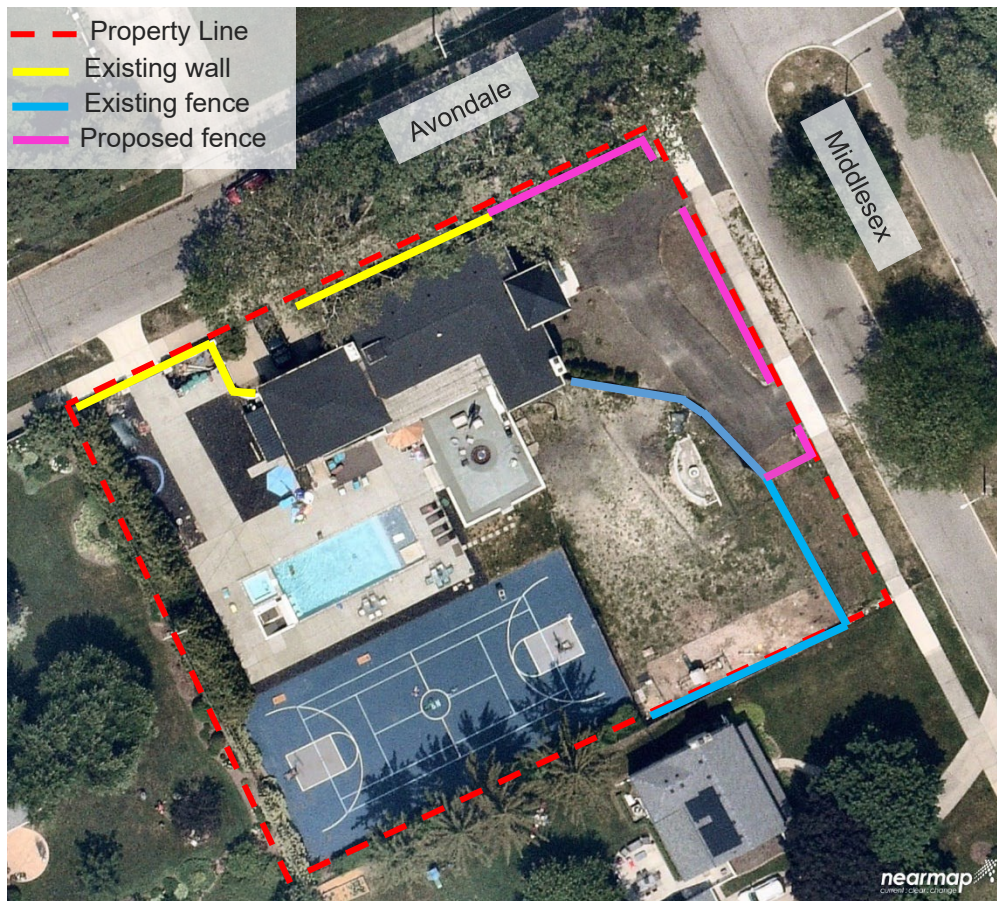
July 28, 2023

Terry Brennan
Building Inspector
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Subject: 677 Middlesex Road: Fence Permit Administrative Review
Zoning: RA (Single-Family Residential)
Applicant: Larry Richards

Dear Mr. Brennan:

We have received an application for the construction of two steel gates and a front and side yard fence at 677 Middlesex Road ("the site"). Larry Richards ("the applicant") proposes to build, 1) two 6-foot-tall, 18-foot-wide power sliding gates with brick pillars at the double-entry of a new circular driveway to his home from Middlesex; and 2) a fence that would connect the gates to each other, to an existing wall along the side yard of the house on Avondale Street, and to an existing front yard fence along Middlesex. See picture below.



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
☎ 248.596.0930
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Communities for real life.



The two gates and iron and brick fence across the front yard that the applicant is proposing span approximately 128 feet in total. The length of the proposed fence on the side yard is not denoted. Side fences are permitted in this district, however, front yard fences are not permitted unless they are living fences, such as hedges. The intent of this requirement is to allow for ease of access for emergency vehicles and personnel.

VARIANCE REQUEST

The application requests the following non-use variance from the Zoning Ordinance:

Section 27-100(b): *“No fence shall be constructed or maintained on any part of a front yard.”*

The applicant is seeking a variance from the limitations on front yard fences to construct a continuous 6-foot-tall fence across the front yard and Avondale Street side yard of the lot. Front yard fences, except for living fences, are not permitted in this district, and a fence cannot extend beyond the front line of the house on the Avondale side.

VARIANCE STANDARDS

Per Section 27-155(2), variance requests are subject to the following review standards:

*“To authorize...non-use variances from the strict application of the provisions of this Ordinance where by reason of exceptional narrowness, shallowness, shape or area of a specific piece of property at the time of enactment of this Ordinance or by reason of exceptional topographic conditions or other extraordinary or exceptional conditions of such property, the strict application of the regulations enacted would result in... **practical difficulties in the case of a non-use variance upon the owner of such property, provided such relief may be granted without a non-use variance upon the owner of such property [and] provided such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this Ordinance.**”*

FINDINGS

We find that strict compliance with the Zoning Ordinance does not impose a demonstrated practical difficulty upon the applicant at 677 Middlesex Road. Allowing the construction of a fence along nearly the entire public right-of-way would severely limit emergency access to the lot, potentially proving injurious to the public good. And it would be the only fence in a front yard along the length of Middlesex Road, perhaps setting a precedent that would trigger additional similar requests.

Nothing in the Zoning Ordinance precludes the applicant from planting and maintaining dense shrubs or other landscaping across the front yard line to enhance security and aesthetics. The Zoning Ordinance allows the use of front yards in this way, so long as living fences are regularly trimmed to keep below a threshold of four feet in height. This could be a suitable solution for the applicant while maintaining adequate emergency access and conforming to the prohibition of front yard fences.



RECOMMENDATION

Based on the standards of the Zoning Ordinance and information provided in the application, we **cannot** recommend approval of the gates or any portion of the fence as proposed. Living fences, e.g.: hedges or shrubs may be an option for the applicant. Otherwise the applicant would need to seek a variance from the Zoning Board of Appeals to have the limitations under Section 27-100(b) relaxed.

If you have any questions, we are happy to discuss this at your convenience.

Respectfully submitted,

McKENNA

Michael Boettcher, AICP
Senior Planner

Ashley Amey
Assistant Planner



City of Grosse Pointe Park

Zoning Board of Appeals Application

Applicant's Name: LARRY RICHARDS
Applicant's Address: 677 MIDDLESEX GROSSE POINTE PARK MI 48230
Home Phone: 586-601-6314 Business Phone: _____

State specific variance requested:

I would like to fence off the front yard with a Gate and Two Power Sliding Gate for the Circular Driveway. The Gate will NOT cross Sidewalk. They will slide along Fence line.

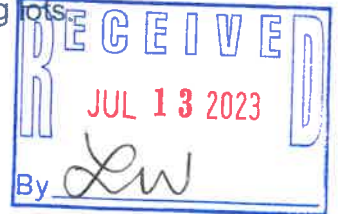
Specifically, state any hardships that may be incurred through compliance of existing zoning regulations:

I live on a corner lot and kids cut through / walk across Driveway and Grass. I also have 3 Dogs that I think would be a lot better for them and the neighbors, if the property was fenced in.

Attach drawing if such variance request relates to construction or placement of any structure.

Such drawing must include the following:

1. Depict existing lot and buildings and that of immediate adjoining lots.
2. Denote yard setback distances.
3. Percentage of lot occupancy existing.
4. Percentage of lot occupancy proposed.
5. Area dimensions and height of proposed addition/construction.
6. Use of existing building.
7. Vehicle parking area(s).



Submit non-refundable appropriate fee as follows for variance request regarding:

Non-Refundable Application Fee	\$500.00
Plan Review	\$500.00
Building Construction	\$500.00
Building or property use	\$500.00
Sign placement	\$500.00
Miscellaneous	\$500.00
Fence restrictions	\$150.00

Please note application will not be forwarded or hearing schedule until appropriate fees have been paid along with complete set of drawings.

Failure to comply with zoning regulations or obtain necessary approval as required will result in fines and penalties of up to \$500.00 in accordance with the provisions of the Grosse Pointe Park City code.

Signature [Signature] Date 7-13-2023



City of Grosse Pointe Park

FEE: \$50.00

FENCE PERMIT

MAIL TO: CITY OF GROSSE POINTE PARK
BUILDING DEPARTMENT
15115 E. Jefferson
Grosse Pointe Park, MI 48230

If you have any questions, please call (313)822-6200 or e-mail building@grossepointepark.org.
Please refer to www.grossepointepark.org to view the Zoning Ordinance, and fence regulations.

PROPERTY INFORMATION

Property Address: 677 Middlesex

Zoning District: _____

PROPERTY OWNER

Name: LARRY RICHARDS

Address: 677 Middlesex

City, State, Zip: Grosse Pointe Park

Phone #: 586-601-6314

Email: richngold2@gmail.com

APPLICANT/OWNERS REPRESENTATIVE

Name: POLYARCH INC
ERIK HEIDERER

Address: 44045 Gratiot Ave

City, State, Zip: Clinton Twp, MI 48036

Phone #: 586-468 4790

Email: eheiderer@comcast.net

FENCE TYPE

CLOSED CONSTRUCTION STYLE:

☐ Basket Weave ☐ Board on Board ☐ Shadowbox ☐ Masonry Wall ☐ Other

Construction materials: Rob iron and cement pillars

Height above adjacent grade: 6 FT

Distance from fence to property line(s): _____

OPEN CONSTRUCTION STYLE:

☐ Chain Link ☐ Woven Wire ☒ Split Rail Picket ☐ Lattice ☐ Hedgerow/Living Fence

☐ Picket: (Width of Picket 6 FT Width of Spacing 6 FT ☐ Other

Construction materials: Brick and Rob iron Fencing

Height above adjacent grade: 6 FT

Distance from fence to property line(s): _____



City of Grosse Pointe Park

REQUIRED SKETCH

Please attach a drawing or sketch below indicating the location of the proposed fence in relation to all property lines, adjacent structures, zoning districts, and street corners. The dimension of the fence lengths will need to also be shown.

SIGNATURE

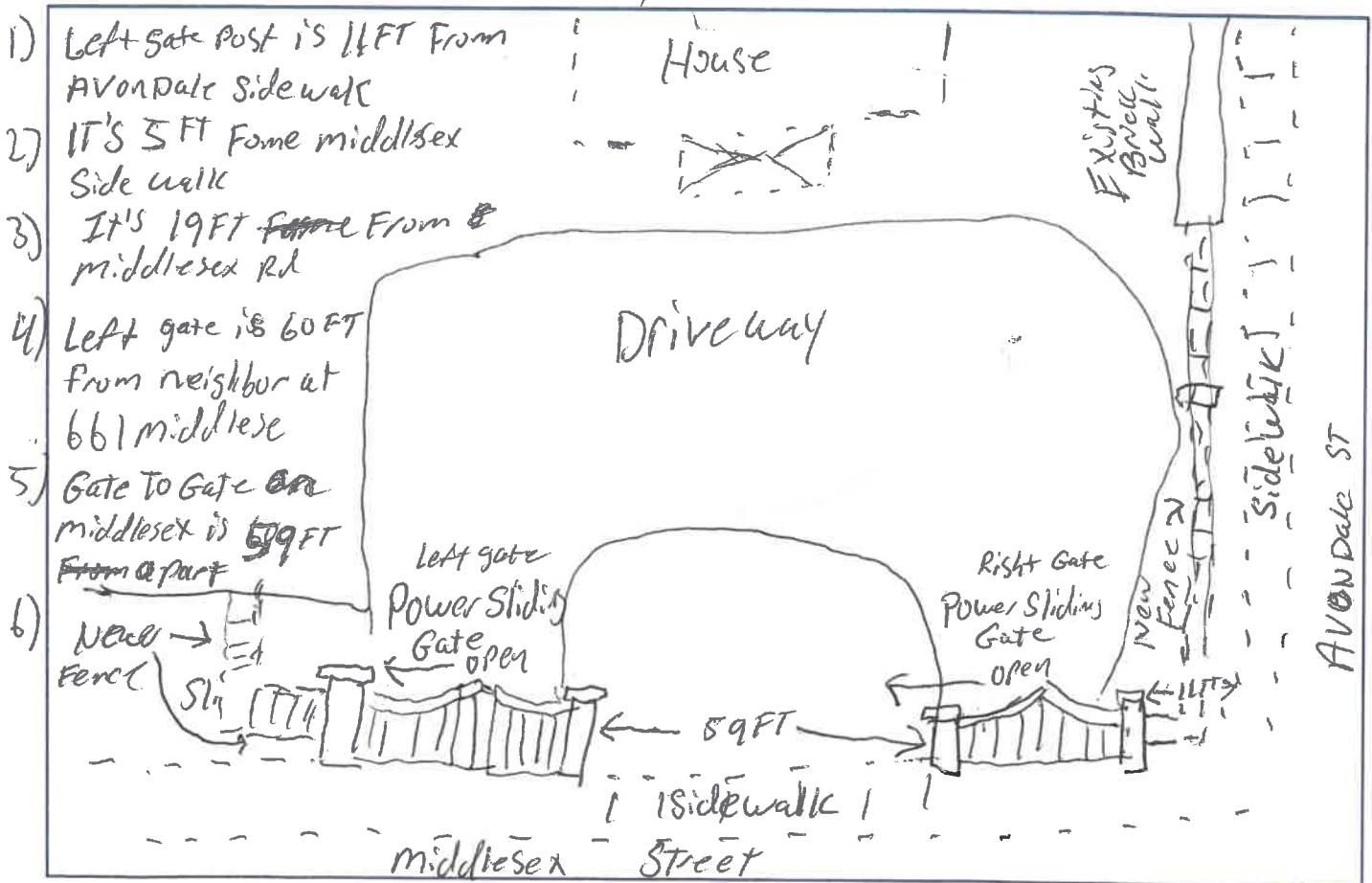
I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted.
2. I understand that it is the property owner's responsibility to ensure the fence is constructed within their property lines and that it does not encroach on neighboring property and public right-of-way.

Property Owner Signature: [Signature] Date: 7-13-2021

Applicant Signature (if different than property owner) _____ Date: _____

Please sketch fence layout below or attach drawing indicating proposed fence location, context, height and materials.



OFFICE USE ONLY:

Parcel ID #: _____ File #: _____

Receipt #: _____ Check #: _____ Received by & date: _____

15115 EAST JEFFERSON AVENUE • GROSSE POINTE PARK • MICHIGAN • 48230 • 313.822.6200



City of Grosse Pointe Park

NEIGHBOR CONSENT

Written Consent from your neighbors is required for the following fences. This consent must be obtained at least sixty (60) days before the permit is issued.

1. A fence located in a side-yard that is greater than four (4) feet in height. In no circumstances shall a fence in a side-yard exceed six (6) feet in height. No consent is required if the side lot line is adjacent to a street or alley.
2. A "living fence" on a waterfront lot

Property Address: _____

Parcel Number: _____

Owner Name: _____

Owner Signature: _____

Date Signed: _____

Property Address: _____

Parcel Number: _____

Owner Name: _____

Owner Signature: _____

Date Signed: _____

City of **Grosse Pointe Park**, Michigan

NOTICE OF PUBLIC HEARING ON EXCEPTION REQUEST FOR A FRONT YARD FENCE/GATE AT 677 MIDDLESEX

PLEASE TAKE NOTICE The Zoning Board of Appeals of the City of Grosse Pointe Park will hold a Public Hearing on Monday, August 14, 2023, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

An application to the Grosse Pointe Park Zoning Board of Appeals requesting an exception to the requirements of the Zoning Ordinance, Section 27-100(b) Fences, Location and Height by the owners of real property located at 677 Middlesex, Grosse Pointe Park, Michigan 48230. The following exception is being requested:

Approve/relax the limitations of a fence/gate
located in a front yard.

Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Zoning Board of Appeals at the public hearing. Comments can be submitted via email at clerk@grossepointepark.org.

Meaghan Bachman,
City Clerk

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Park

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following dates:

July 27, 2023

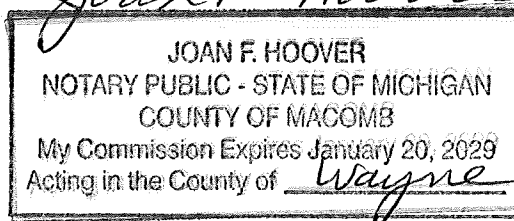
#4 GPP ZBA 677 MIDDLESEX

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

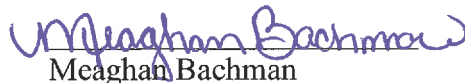
Joan F. Hoover

Notary Public



**PROOF OF MAILING REGARDING NOTICE OF ZONING BOARD OF APPEALS
HEARING**

I, Meghan Bachman, Clerk of the City of Grosse Pointe Park, certify that, on this 25th day of July 2023, I deposited a Notice of Zoning Board of Appeals Hearing for delivery with the United States postal service to the following addresses:



Meghan Bachman
Clerk of the City of Grosse Pointe Park
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230
(313) 822-6200

See attached document for complete list of addresses.

City of Grosse Pointe Park, Michigan
Notice of Public Hearing
On Exception Request for a front yard fence/gate at 677 Middlesex

PLEASE TAKE NOTICE The Zoning Board of Appeals of the City of Grosse Pointe Park will hold a Public Hearing on Monday, August 14, 2023, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

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Meghan Bachman, City Clerk

JEAN GARZA
703 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

MARK MILLER & HON LU
645 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

MISSANT, JAMES-LOMBARDI, MIA
661 MIDDLESEX
GROSSE POINTE PARK, MI 48230

PETER KIRCHMAIER II
701 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

RAGLAND, MICAH & LECESNE, RYANNE
630 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

EVOLA, DANIEL-KIMBERLY
653 MIDDLESEX
GROSSE POINTE PARK, MI 48230

JOHN KIM
706 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

PETER HOWELL
638 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

LINDA LAWRENCE
645 MIDDLESEX
GROSSE POINTE PARK, MI 48230

CHARLES INNISS
708 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

PETER & NICOLE MILLER
646 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

BARBARA S. KERWIN
644 MIDDLESEX
GROSSE POINTE PARK, MI 48230

JAMES & CYNTHIA VOGT
709 MIDDLESEX
GROSSE POINTE PARK, MI 48230

ELAINE MCCOMB WILLIAM LYNCH
654 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

MARCUS & JENNIFER HAMILTON
652 MIDDLESEX
GROSSE POINTE PARK, MI 48230

JASON & KAITLIN WIEGAND
705 MIDDLESEX
GROSSE POINTE PARK, MI 48230

ROBERY, CAROL JENSKE
660 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

EDWARD KERFOOT
660 MIDDLESEX
GROSSE POINTE PARK, MI 48230

BRIAN MACLEAN
710 MIDDLESEX
GROSSE POINTE PARK, MI 48230

MR & MRS SHEFFERLY
676 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

SHERILYN RUSSELL
668 MIDDLESEX
GROSSE POINTE PARK, MI 48230

BRIAN & VALERIE BRENNER
667 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

LARRY RICHARDS
677 MIDDLESEX
GROSSE POINTE PARK, MI 48230

BRIAN MCKENNA
676 MIDDLESEX
GROSSE POINTE PARK, MI 48230

JOHN ALLEN
659 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

SHAUNA RICHARDS
667 MIDDLESEX
GROSSE POINTE PARK, MI 48230

BRIAN MAC LEAN
706 MIDDLESEX
GROSSE POINTE PARK, MI 48230

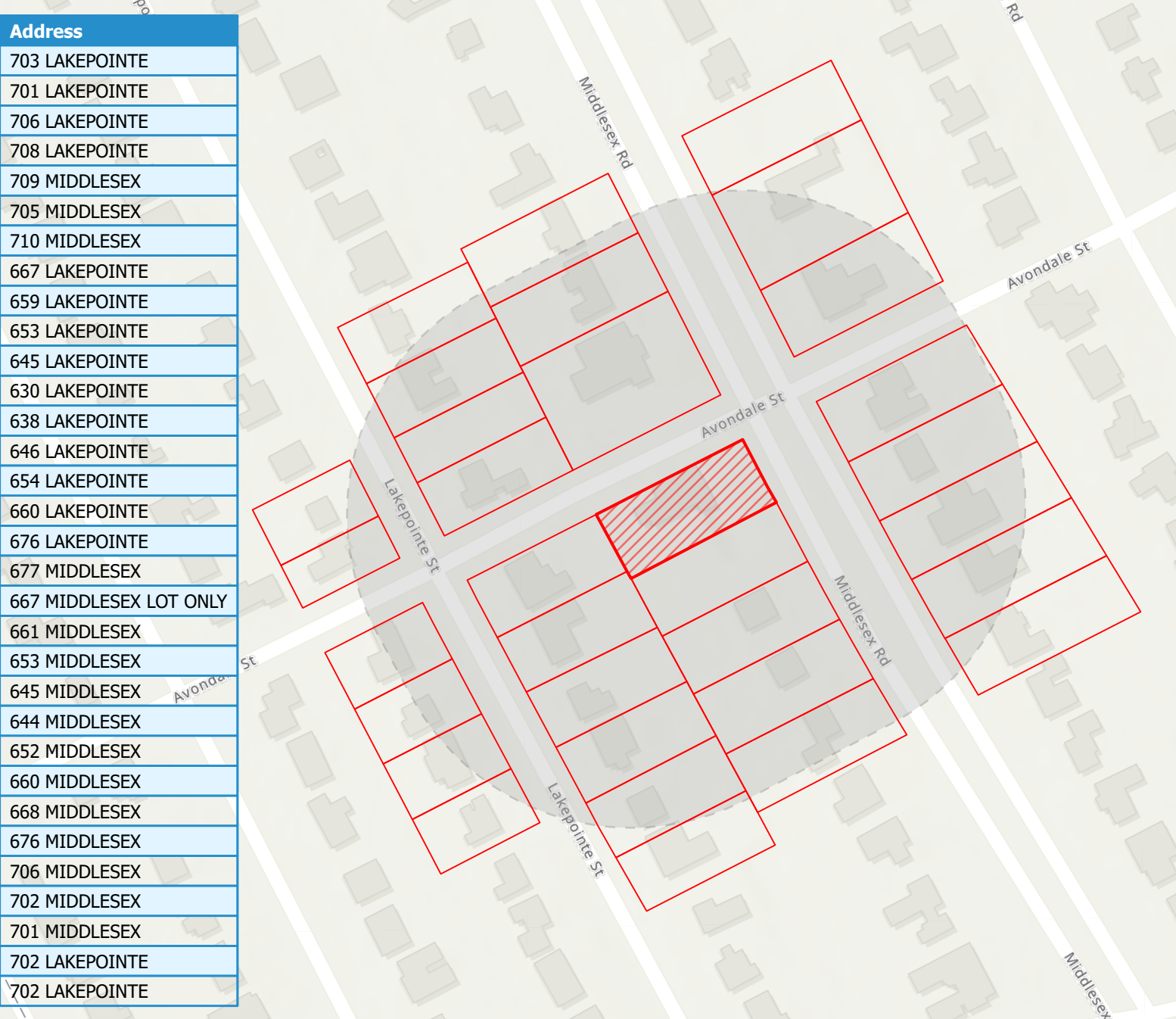
SHANNON CANAVAN
653 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

LARRY RICHARDS
677 MIDDLESEX
GROSSE POINTE PARK, MI 48230

MARK HUGHES
702 MIDDLESEX
GROSSE POINTE PARK, MI 48230

ZEIGLER, NICHOLAS-RHEAUME, LISA
701 MIDDLESEX
GROSSE POINTE PARK, MI 48230

DAVID & ELIZABETH REED
702 LAKEPOINTE
GROSSE POINTE PARK, MI 48230



Parcels within 300 ft of 677 Middlesex Rd



Source: Data provided by OHM and the City of Grosse Pointe Park. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 HARN StatePlane Michigan South FIPS 2113 Feet Intl

Map Published: July 18, 2023

*Richard H. & Mary C. Trost
717 Middlesex
Grosse Pointe Park, MI 48230
313-823-8013*

July 31, 2023

City of Grosse Pointe Park
Zoning Board of Appeals
15115 East Jefferson Ave
Grosse Pointe Park, MI 48230

Re: Zoning Appeal for Fencing, 677 Middlesex Rd

Dear Members of the Zoning Board of Appeals,

It has come to our attention that the **Zoning Board of Appeals of the City of Grosse Pointe Park** will be holding a **Public Hearing on Monday, August 14, 2023 at 7pm**. At that meeting the board will consider whether to allow an **exception to the city's fencing ordinance for the property at 677 Middlesex, located on the corner of Middlesex and Avondale**. Specifically, the homeowner is seeking exception to the requirements of Zoning Ordinance, Section 27-100(b) Fences, Location and Height.

Application Deficiencies, Errors, Code Violations:

I have had a chance to review the exception application and diagram submitted to the Zoning Board of Appeals. The application is deficient in clarity and explanation to allow the Board of Appeals to render an informed and considered decision. The application also indicates plans which will be in violation of other parts of the Zoning Ordinance in question. Attached by .pdf is a copy of the exception request with my notes and concerns marked in **bright pink**. Please refer to that attachment as you consider the observations and points of concern. The applicable city codes are also attached by .pdf with related language **underlined in bright pink**.

A: Per the diagram, the RIGHT gate post is 11 ft from the Avondale sidewalk, not the left as indicated.

B: The application states the left gate is 60 ft from the neighbor at 661 Middlesex. Is this measured from the left gate post? The center of the gate? What is the distance from the proposed left fence corner and main run to the neighbor? Is this distance measured to the side lot line or to the home structure at 661 Middlesex?

C: The gate is to be powered. Wiring appears to exist for front lighting as well. Will there be exterior lights on the gating? Any lighting on the fence/gate posts will most likely be in violation of Zone Lighting Ordinances for both location and glare.

D & F: The application states a "right gate" setback of 11 ft. It does not indicate the setback from the proposed side fence run to the Avondale sidewalk.

E: The application indicates a setback of 5ft from the Middlesex sidewalk.

G: The application indicates that the proposed fence will be connected to the existing fence located on the left side yard. This is in direct violation of code Sec. 27-100 (c) Fences Construction and Maintenance (2): "Fences shall not be attached to existing fences, *i.e.*, cyclone fence attached to wooden fence."

H: --

I.: Height? What is to be the height of the fence along front lot line and side lot lines?

J: Materials and Architectural Styling: There is no indication of planned materials other than "cement posts" placed every six feet. While the application does not require the listing of materials, it is paramount in making an informed decision regarding this or any front lot fencing.

K: --

Aesthetic and Safety Considerations:

As you determine your opinion regarding this exception request, please consider the following points:

- Fencing in front yards, whether on this property or others, by this owner or future owners, allows for the front yard, unsupervised, and unleashed freedom of dogs. Most dogs (and I love them), by nature, will run and defend physical fence lines. This behavior can be intimidating for pedestrians. Middlesex is one of the most walked streets in Windmill Pointe. We do not want to do anything to detract from the leisurely and friendly enjoyment of the area. And yes, this owner has or has had several aggressive dogs which do run the side fence line.
- Middlesex is a boulevard street, designed with a broad sight line. Allowing front yard fencing breaks the sight line and can be considered a detraction from the intended aesthetic.
- The only place where front yard fencing exists within Windmill Pointe is on Windmill Pointe Blvd. Most of this existing fencing was installed before April 1, 1960 and is therefore exempt from the ordinances. The property scale renders a different visual scope. And finally, there is no sidewalk on the lake street side of Windmill Pointe Blvd. which renders the concern for aggressive dogs less significant.

- GPP ordinances prohibit fences of height greater than six (6) feet and the use of “barbed wire, razor wire, electrical current, concertina wire or similar materials.” GPP ordinances DO NOT specify any other style or material limitations. We do not know what this owner plans to install. While he may choose and install quality fencing which some think is in keeping with the home architecture and character of the street, he may not. Future owners on this or another property may choose something decidedly inappropriate. Stockade? Cyclone? An exception in this case sets precedent. It will be difficult to close Pandora’s Box for other property owners seeking similar exceptions. Without further development of ordinances, Grosse Pointe Park is not in the position to protect neighborhood character in regards to front yard fencing.

Applicant Good Faith toward Due Process

I applaud and welcome the investment and renovation in our neighborhood properties. This homeowner is well within his right to seek an exception for his property improvement. Do consider however, that this applicant has shown little regard for working within the required processes. He never secured a permit to install any allowable fencing let alone seek exception to city ordinances until he was contacted by the City AFTER the commencement of the project. In other instances, the property owner was required to remove an unacceptable bubble structure from the back yard. He has installed glaring, colored, front portico lighting which may still be in violation of city ordinances (Sec. 15-12 Exterior Lighting, A. Purpose and Intent; B. Applicability, 3. Existing Development and 4. Exemptions (d) and (f); and C. Exterior Light Fixtures, (1). The property construction has been ongoing and disruptive with debris and excessively long term parking of construction equipment not currently in use. In short, the homeowner appears to act without good faith toward his neighbors or the Windmill Pointe and Grosse Pointe Park character.

I strongly urge the Board of Appeals to deny this exception application. Keep Pandora’s Box closed on front yard fencing. To grant this exception will create a burden on Grosse Pointe Park to begin arbitrating architectural taste which it is not prepared to do. And it will reward a homeowner who has disregarded his neighbors and city policy and is now seeking forgiveness rather than permission.

Unfortunately, I will be unable to attend the hearing in person. So, it is with great thanks in advance for your careful consideration of this letter.

Sincerely,

Mary C. Trost
717 Middlesex Rd.

Page 36 of 259



City of Grosse Pointe Park

677 middlesex

REQUIRED SKETCH

Please attach a drawing or sketch below indicating the location of the proposed fence in relation to all property lines, adjacent structures, zoning districts, and street corners. The dimension of the fence lengths will need to also be shown.

SIGNATURE

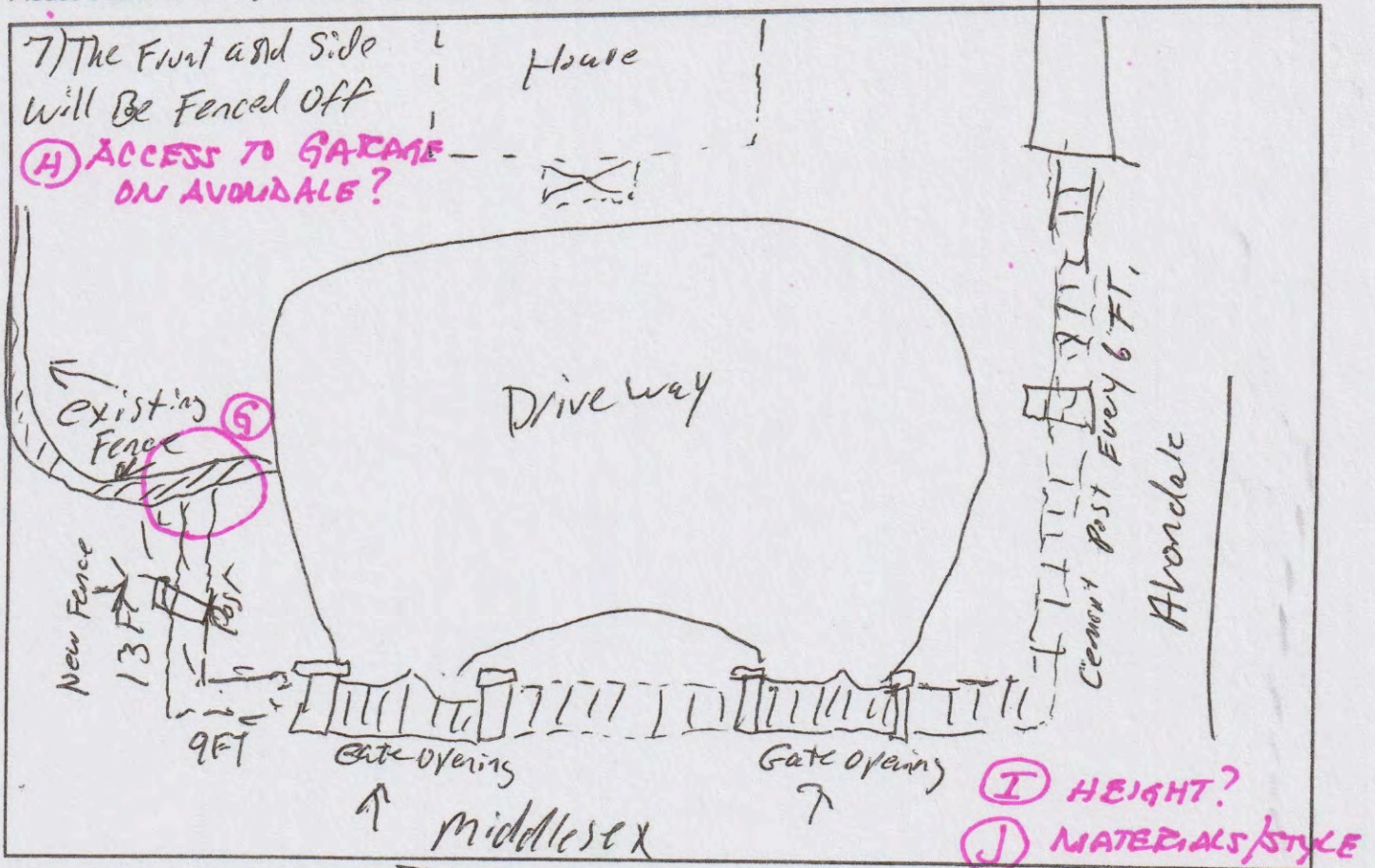
I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted.
2. I understand that it is the property owner's responsibility to ensure the fence is constructed within their property lines and that it does not encroach on neighboring property and public right-of-way.

Property Owner Signature: [Signature] Date: 7-13-2023

Applicant Signature (if different than property owner) _____ Date: _____

Please sketch fence layout below or attach drawing indicating proposed fence location, context, height and materials.



OFFICE USE ONLY:

Parcel ID #: _____ File #: _____
 Receipt #: _____ Check #: _____ Received by & date: _____

15115 EAST JEFFERSON AVENUE • GROSSE POINTE PARK • MICHIGAN • 48230 • 313.822.6200

condition.

- (2) A planting plan and grading plan shall be prepared for the berm and shall be reviewed by the Planning Commission. Plant materials within the berm area shall be installed in accordance with the requirements for greenbelts and plant materials contained herein.

Sec. 27-100. Fences.

- (a) *Definitions.* For the purpose of this Section:

Fence. The word "fence" means any structure of posts and boards, of palings or pickets, or rails, or of one or more strands of wire or lengths of pipe, or of woven wire or other material, any masonry wall without a roof, or anything similar to the foregoing not made of growing material, which is above ground and acts as a barrier to free and unobstructed passage, but a fence does not include any guardrail.

Front of Lot. In the case of a lot in a residential district at the intersection of two streets, the front yard line or similar data shown on the recorded plat shall determine which street the lot faces and fronts upon; where such determination cannot be made from the recorded plat, the lot shall be considered as facing and fronting upon that one of the intersecting streets which, in the block in question, has the greater length. Any yard required to be maintained adjoining the street on which the lot so faces shall be treated for purposes of this section as the front yard.

Height. Height shall be measured from the general level of the ground in the immediate vicinity. Where the level is different on either side of a fence, the average between the two shall be used.

(b) *Location and Height.* No fence shall be constructed or maintained on any part of a front yard. A fence on the rear lot line or a fence constructed within the area of the lot on which a building can be constructed shall not exceed six (6) feet in height. No fence along any side lot line shall exceed four (4) feet in height, except that a fence along the side lot line may be up to six (6) feet in height if: (i) such proposed fence is along a side lot line adjacent to a street or alley; or (ii) the resident proposing to build such fence has notified his immediately adjoining property owners of his intention to construct such fence and has obtained their written consent thereto within a period of (sixty) 60 days preceding the issuance of a permit for the construction of such fence.

(Ord. 172, § 1, 1-1-99)

- (c) *Fences Construction and Maintenance.*

- (1) The supporting framework of any fence shall not face adjacent properties or streets.
- (2) Fences shall not be attached to existing fences, i.e. cyclone fence attached to wooden fence.
- (3) No fence shall have barbed wire, razor wire, electrical current, concertina wire or other similar material.

- (4) The owner of any fence shall maintain their fences in accordance with the Code of Ordinances provisions.
- (5) All fences shall be maintained plumb and true with adequate support in a safe manner. The owner of a fence shall remove and/or repair a fence that is dangerous, dilapidated or otherwise in violation of the Code of Ordinances.
- (6) Any person who erects, builds and/or constructs any fence upon property which such person owns and/or leases, shall be responsible for the repair, upkeep and maintenance of the fence.
- (7) Any person who owns property upon which a fence has been constructed by a previous owner shall be responsible for the care, upkeep and maintenance of the fence.
- (8) It shall be the responsibility of the person installing the fence to ensure such fence is placed on or within their own property line.

(Ord. No. 190, §1, 10-1-07)

(d) *Fence Projections and Barbed Wire Prohibited.* No owner, lessee or occupancy of any building in the City shall erect or maintain on or about the entrance of such building, or on or about its exterior, any railing, fence, guard or other protection from which there shall project any spike, nail or other pointed instrument of any kind or description. No owner, lessee or occupant of any premises in the City shall construct or maintain a barbed wire fence nor any wall or other form of fence to which any barbed wire shall be affixed or from which there shall project any spike, nail or other pointed instrument.

(e) Permit Required for Fence Construction. No person shall construct any fence anywhere in the city without first applying to the director of public service for a permit, the application to be in writing and to be accompanied by a description of the fence and of its location in detail sufficient to enable the director to determine whether or not said fence will comply with the provisions of this section. The permit shall be issued upon payment of a fee of two dollars (\$2.00) if the fence so complies.

(f) *Nonconforming Fences.* Nothing in this Subchapter shall require the demolition or alteration of any fence existing prior to April 1, 1960, if such fence is in a state of good repair and if such fence, when constructed, conformed to the ordinances of the City in force at the time. Whenever any such nonconforming fence shall fall into a state of disrepair, or whenever the same or any material portion thereof is to be replaced for any reason, the replacement shall conform to the requirements of this Section.

(g) *Exceptions.* The limitations of Section 27-100(b) shall not apply to fences on or bounding premises occupied by a church or a public or private school; nor shall they apply to fences on or bounding a playground, park or other property operated by the City of Grosse Pointe Park. In any case where, upon appeal to and hearing by the Board of Appeals, it appears to the satisfaction of the Board of Appeals that the limitations of Section 27-100 do not promote

public health, safety or general welfare, nor reduce the hazards to life or property, the Board of Appeals may relax said limitations, in whole or in part, and permit what would otherwise be prohibited by said Section.

Sec. 27-101. Signs.

The following conditions shall apply to all signs erected or located in any use district:

- (a) General requirements for all signs:
 - (1) *Wind pressure and dead load requirements.* Ground, projecting, wall and marquee signs shall be designed and constructed to withstand a wind pressure of not less than thirty (30) pounds per square foot of surface area and shall be constructed to receive dead loads as required elsewhere in the City Code;
 - (2) *Illumination.* Internally and externally lighted reflectorized, glowing, and other forms of illumination shall be permitted on all signs. All illumination shall be concentrated on the area of the sign or landscape feature so as to prevent glare upon the street or adjacent property. No sign shall be illuminated by other than electrical means or devices, and wiring shall be installed in accordance with the National Electrical Code. The illumination of any sign or any part of such illumination cannot be other than a steady, continuously burning bulb or light. The flashing part thereof is prohibited, with the exception of that part of any sign which indicated time or temperature;
 - (3) *Obstructions to doors, windows, and fire escapes.* No sign shall be erected or maintained so as to prevent free ingress or egress from any door, window, or fire escape. No sign of any kind shall be attached to a stand pipe or fire escape;
 - (4) *Signs to not cause a traffic hazard.* No sign shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision or at any location where, by reason of the position, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, or which makes use of the words "Stop," "Look," "Danger" or any word, phrase, symbol, or character if such manner as to interfere with, mislead or confuse traffic. At street intersections, no signs other than municipal traffic controls signs shall be located within eight (8) feet of the ground surface in the triangle formed by the property lines paralleling the streets and extending for a distance of twenty-five (25) feet each way from the intersection of the right-of-way lines at the corner lot;
 - (5) *Face of sign shall be smooth.* No nails, tacks or wires shall be permitted to protrude from the front of any sign. This shall not exclude, however, the use of block letters, electrical reflectors, or other devices which may

- (4) Detached accessory structures.

(b) Violations and penalties.

- A. A person violating this article for the first time is responsible for a municipal civil infraction and is subject to payment of a civil fine of not less than \$250, plus costs.
- B. A person violating this article for the second time is responsible for a municipal civil infraction and is subject to payment of a civil fine of not less than \$500, plus costs.
- B. A person violating this article for the third or subsequent time is guilty of a misdemeanor, punishable by a fine of not more than \$500 or imprisonment for not more than 90 days, or to both such fine and imprisonment in the discretion of the court.
- C. In addition to any penalties provided for herein, the court shall be authorized to issue any judgment, writ or order necessary to enforce or enjoin further violation of this article.

(Ord. No. 212, §1, 7-28-19)

Secs. 15-7. -- 15-9. Reserved.

Sec. 15-10. Nudity

Any premises, building, dwelling, or other structure in which public nudity is permitted, offered, promoted, allowed or encouraged shall constitute a public nuisance.
(Ord. No. 165, § 3, 1-24-97)

Sec. 15-11. Illegal Occupancy.²

Any dwelling or structure occupied or used contrary to the terms of a validly issued certificate of occupancy and use, or occupied or used without the issuance of a valid certificate of occupancy and use with respect to such structure, or occupied or used following revocation of a certificate of occupancy and use with respect to such dwelling or structure, shall constitute a public nuisance and such occupation or use shall be a nuisance.
(Ord. No. 187, § 4, 6-1-03)

Sec. 15-12. Exterior Lighting.

A. Purpose and Intent:

² Editor's Note - Section 15-11 was adopted as part of Ord. No. 184 on May 12, 2003, effective June 1, 2003

The purpose of this section is to regulate light spillage and glare to ensure the safety of motorists and pedestrians, and to ensure lighting does not adversely affect land uses on adjacent lands. More specifically, this section is intended to:

1. Regulate lighting to assure that excessive light spillage and glare are not directed at adjacent lands, neighboring areas, and motorists;
2. Ensure that all site lighting is designed and installed to maintain adequate lighting levels on site; and
3. Provide security for persons and land.

B. Applicability:

1. General

The provisions of this section shall apply to the interests of the City unless exempted in accordance with Section 15-12 B. 4, Exemptions.

2. Time of Review

Review for compliance with the standards of this section shall occur as part of the review of an application for a site plan, planned development, certificate of appropriateness, or certificate of zoning use, as appropriate by the City.

3. Existing Development

Compliance with these standards, to the maximum extent practicable, shall also apply to redevelopment of an existing structure, building, or use when it is expanded, enlarged, or otherwise increased in intensity equivalent to or beyond 50 percent.

4. Exemptions

The following uses, activities and development are exempt from the exterior lighting standards of this section:

- a. Lighting associated with navigational beacons;
- b. Holiday lighting during the months of November, December, and January, provided the lighting does not create unsafe glare on street rights-of-way;
- c. Battery-powered emergency lighting;
- d. Architectural lighting of 450 lumens (= 40 watts incandescent) or less;
- e. Lighting owned or operated by the City or utilities regulated by the Michigan Public Service Commission; and

- f. Front and porch door lighting shall not exceed 800 lumens (= 60 watts incandescent).

C. Exterior Light Fixtures:

Exterior light fixtures located on private property in any Residential District shall be architecturally compatible with the style, materials, colors and details of the building and shall be located and positioned so as to be unobtrusive to the neighbors. Mounting brackets and associated hardware shall be inconspicuous. The type of light source used on the exterior of buildings, pedestrian walkways and other areas of a site, and the light quality produced, shall be the same or compatible. In general, façade lighting should be concealed through shielding or recessed behind architectural features. The use of neon or mercury vapor lighting is prohibited.

- (1) All outdoor lighting used to light a specific site shall be shielded downward or below horizontal to reduce glare and shall be so arranged and designed to reflect light away from all adjacent residences and public rights-of-way.
- (2) Carriage style lights on the interior portion of a parcel may be utilized to light a driveway providing the light source is not greater than an average of 0.5 to 2.0 footcandles at grade (generally 60 watts or less) and providing lights shall have internal shields to direct light downward and away from adjacent properties and roadways as necessary. Such lighting shall not be positioned higher than eight (8) feet above ground or base of entry. Lighting fixtures shall not emit ambient light that exceeds one (1) footcandle at grade measured at any adjoining property line.
- (3) Ground lighting (up-lighting) in any Residential District for the purpose of illuminating landscaping and architectural details, or other specialized lighting in any Residential District (including, without limitation, lighting for the purpose of illuminating flag poles or other similar amenities, and pedestrian walkway illumination) shall be shielded from public view by either landscaping or architectural features and shall be directed solely at the object to be lit and shall not direct light towards adjacent property or public rights-of-way.
- (4) No floodlights shall be erected or used in any district, unless they are directed to the structure, landscaping or interior lot improvements and shielded from the neighbors and public so as to be unobtrusive.
- (5) Security lighting may be utilized in situations where it is positioned so as to be shielded from neighboring properties, public rights-of-way, and the general public to the greatest extent possible, and such lighting shall not shine directly on adjacent property, nor shall it emit any audible noise.

(Ord. No. 208, §1, 12-10-18).

SANDY K. BARUAH
750 MIDDLESEX ROAD
GROSSE POINTE PARK, MICHIGAN 48230 USA

August 7, 2023

Zoning Board of Appeals
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

RE: 677 Middlesex Rd – Fencing Ordinance Exception Request

Dear City of Grosse Pointe Park Officials:

Based on my understanding of the request made by the residents of 677 Middlesex Road (to fence-in using some form of ‘high quality’ material large portions of their yard along Avondale and Middlesex), I respectfully urge Grosse Pointe Park to deny the exception request.

Opposing fellow residents is difficult and neighborhood politics can quickly erode the quality of a community – so I do not share my opinion lightly. I respect the rights of residents and recognize that people have invested significantly in their homes and care for the broader community.

In my prior role as head of the U.S. Economic Development Administration and my current work in Michigan, I am quite familiar with development principles.

First, over the last 20 years, even city and urban planners have learned the dangers of allowing ‘walls’ along pedestrian pathways. Accordingly, smart cities now require pedestrian level pathways to prioritize ‘welcoming’ spaces (such as retail windows/doors or visible dining) that create open, airy walkways. In a traditional residential environment such as the Grosse Pointes, this principle is of heightened importance. While fencing for backyards is appropriately allowed for privacy and safety for pets and children, front yards serve a *very different* purpose.

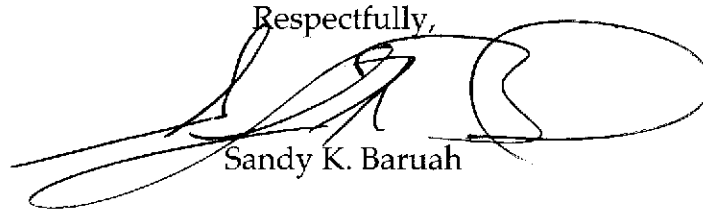
Second, while residents are perfectly within their rights to seek exceptions to zoning ordinances, this request appears far, far beyond a technical exception. This request will fundamentally change the nature of Middlesex Road and the surrounding areas. The patina of open, welcoming yards along a broad boulevard will be marred by an incongruent gated compound. If this exception is allowed, and only 10 percent of fellow residents follow suit, the nature of our neighborhood will be fundamentally and negatively changed.

Third, the safety of pedestrians is potentially at risk. A fence-level barrier extending to the sidewalk where Avondale and Middlesex meet will limit visibility by motorists approaching Middlesex on Avondale (from Lakepointe) of pedestrians approaching Avondale (from Korte) on the south side of Middlesex. Should a child or dog dart out into Avondale, the north-bound Avondale motorist will have limited time to respond. In such a case, the pedestrian or pet would be concealed from the motorists' view by the fencing until they have reached Avondale's sidewalk/roadway.

If the residents of 677 Middlesex desire a compound-like setting, I suggest their current location is not the appropriate location. If the residents of 677 Middlesex feel they need a larger fenced yard for privacy, pets or children, I suggest their current location is not the appropriate location. I wish the residents of 677 Middlesex well and hope they will find a way to enjoy the improvements they have made to their property without degrading the experience for their neighbors.

Thank you for your public service and your attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read 'Sandy K. Baruah', with a large, loopy flourish extending to the right.

Sandy K. Baruah

-----Original Message-----

From: Marcus Hamilton <mar_hamilton@icloud.com>

Sent: Monday, July 31, 2023 11:29 PM

To: clerk <clerk@grossepointepark.org>

Cc: Tom Caulfield <tcaulfield@lockton.com>; Jennifer Hamilton <hamiltonfamily527@me.com>

Subject: Front Yard Fence 677 Middlesex Zoning Variance request - Public Comment

Ms. Bachman,

We understand our neighbor across the street at 677 Middlesex has requested a zoning variance for a fence he wishes to install in the front yard.

Jennifer and I live at 652 Middlesex. We do not support the zoning variance. No homes on Middlesex have fencing in the front yard. Having fencing in the front yard will ruin the wide open aesthetic of the Middlesex boulevard.

Additionally, this particular homeowner has been in a continuous state of construction for the past three years. As part of this construction, he has tore out the foliage along Middlesex leaving an unmitigated chain link fence with black fabric tied to it as a horrific eye sore along Middlesex. This in addition to LED multi-color lighting on both posts of his front door, does not create confidence that the homeowner will choose styling respectful of the beautiful architecture and character Grosse Pointe Park homes offer.

Lastly, this homeowner has had several issues keeping his multiple dogs from constant barking and chasing pedestrians barking and snarling from behind the fence. Adding additional space and moving that space closer to the sidewalk will be unwelcome from pedestrians (some with their own dogs) walking on the sidewalk.

Please submit our comments for consideration as we cannot be present for the hearing.

Thank you.

CITY OF GROSSE POINTE PARK
CITY COUNCIL MEETING MINUTES
JULY 10, 2023, AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Hodges and opened with the Pledge of Allegiance to the Flag. The meeting convened at the Council Chambers of the Municipal Building, 15115 E. Jefferson, Grosse Pointe Park, Wayne County, Michigan 48230.

ROLL CALL

PRESENT MEMBERS: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

EXCUSED MEMBERS: Councilmember Wiener

ALSO PRESENT: Nick Sizeland, City Manager; Meaghan Bachman, City Clerk; Morgan McAtamney, City Attorney; James Bostock, Director of Public Safety; Patrick Droze, OHM Advisors, City Engineer and John Jackson, City Planner

ZONING BOARD OF APPEALS:
CLOSED SESSION- MCL 15.268(H) AND MCL 15.243(1)(G)

Motion by Councilmember McMillan, seconded by Councilmember Caulfield, to convene into Closed Session for purposes relating to MCL 15.268(h) and MCL 15.234(1)(g). The City Council will move into the role of the Zoning Board of Appeals.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

RECONVENE BACK INTO OPEN SESSION:

Motion by Councilmember Gallagher, seconded by Councilmember Caulfield, to reconvene back into open session.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

ZONING BOARD OF APPEALS:
PUBLIC HEARING REGARDING ZONING ORDINANCE INTERPRETATION (BUILDING
PERMIT ISSUANCE FOR 906 THREE MILE)

The ZBA public hearing was open at 7:39 PM and comments were heard from the appellant, appellee, the City Planner, City Council, and one member of the public.

The hearing was for an appeal over the issuance of a building permit at 906 Three Mile and required interpretation of the Zoning Ordinance. An appeal request requires a public hearing.

The ZBA hearing was closed.

ZONING BOARD OF APPEALS:
REQUEST FOR ZBA CONSIDERATION REGARDING ZONING ORDINANCE
INTERPRETATION (BUILDING PERMIT ISSUANCE FOR 906 THREE MILE)

Motion by Councilmember Brenner, seconded by Councilmember McMillan, to deny the Appeal as to the Building Permit issued to 906 Three-Mile Road, Grosse Pointe Park, on the basis that the Zoning Board of Appeals finds that the proposed structure constitutes a rear-yard addition located in the R-A Residential District, which was properly reviewed by the City Building Department pursuant to the standards set forth under Sec. Article X, section 27-81 of the City of Grosse Pointe Park Zoning Ordinance, which applies to structures located in the R-A District and hereby lift the Stop Work Order currently in place on the subject Property.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

APPROVAL OF CONSENT AGENDA

Motion by Councilmember Caulfield, seconded by Councilmember Brenner, to approve the consent agenda that includes the following items:

- Approval of June 12, 2023, Minutes
- Approval of June 19, 2023, Special Council Meeting Minutes
- Committee & Commissions Report
- Finance Report
- Purchase of LED Traffic Arrow board
- Resolution to Fix Fee for Salvage Vehicle Inspection

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (AGENDA ITEMS)

One member of the public spoke, the following resolution was made and an additional member of the public spoke.

Motion by Councilmember Gallagher seconded by Councilmember McMillian, to allow comments on non-agenda items.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

CITY MANAGERS' REPORT

City Manager Nick Sizeland presented a brief overview of the following items: Marihuana Proposal, Zoning Ordinance, Union Negotiations, EERV, Pipetek Construction Investment Policy for the City of Grosse Pointe Park, Pre-Audit Meeting, August Primary Election, TIFA Parking Lot and the Schaap Center.

UNFINISHED BUSINESS:

APPROVE PURCHASE AGREEMENT FOR SALE OF CITY-OWNED PROPERTY

Motion by Councilmember McMillian, seconded by Councilmember Caulfield, to approve the Purchase Agreement with Pointe Hardware Group LLC and Authorizing the City Manager to sign on behalf of the city.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

The following item was added to the agenda:

To convene into closed session at the end of the City Council Meeting to consider material exempt from discussion or disclosure by state or federal statute.

Motion by Councilmember Caulfield, seconded by Councilmember Brenner, to approve the request to convene into closed session to consider material exempt from discussion or disclosure by state or federal statute for union contract negotiations.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
FY 23/24 GENERAL LIABILITY AND PROPERTY INSURANCE

Motion by Councilmember Relan, seconded by Councilmember Brenner, to approve Nickel & Saph Inc. to continue as the city's general liability and property insurance provider for an amount not to exceed \$305,041.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
APPROVE BID AWARD FOR MUNICIPAL PARKING LOT AND ALLEYWAY PROJECT

Motion by Councilmember Relan, seconded by Councilmember Caulfield, to award the construction bid to Asphalt Specialists LLC for Division 1 in full and Division 2 for the paving of the Maryland/Wayburn and Maryland/Lakepointe alleys in the 1000 block and authorize the City Manager to sign the contract documents.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
FY 23/24 VEHICLE AND EQUIPMENT PURCHASES

Motion by Councilmember Gallagher, seconded by Councilmember Relan to approve the purchase of vehicles and equipment for the Public Safety Department and the DPW, as presented in the quotes from Berger Chevrolet, Canfield Equipment Service, Wolverine Freightliner, and Versalift Midwest.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
APPROVE PURCHASE OF PARKING METERS

Motion by Councilmember McMillan, seconded by Councilmember Gallagher, to approve the purchase of 163 refurbished Guardian meters to replace existing meters at the following locations:

Kercheval: 105

Mack: 29

Jefferson: 29

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
RESOLUTION TO PROPOSE AN AMENDMENT TO CHARTER SECTION 9.16 -
COLLECTION FEES

Motion by Councilmember Gallagher, seconded by Councilmember Caulfield, to approve the Resolution to Propose an Amendment to Section 9.16 of the City Charter regarding Collection Fees and to authorize the City Manager to send the summary of the proposed amendment to the Attorney General for approval, and to publish a notice of the proposed Charter Amendment in accordance with State law.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
RESOLUTIONS TO AMEND CHARTER SECTIONS 3.6 AND 3.10 - NON-PARTISAN
PRIMARY ELECTION & NOMINATIONS

Motion by Councilmember McMillan, seconded by Councilmember Gallagher, to approve the Resolutions to Propose Amendments to Section 3.10 and 3.6 of the City Charter with regard to Nominations and Non-Partisan Primary Election and to authorize the City Manager to send the summary of the proposed amendment to the Attorney General for approval, and to publish notice of the proposed Charter Amendment in accordance with State Law.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
COUNCIL COMMENT

Councilmember Relan commented on the following:

He asked about the future plans for the roundabout, if the intersection would be removed when the new buildings are developed.

Mayor Hodges commented on the following:

She congratulated the Lake Front Swimming Association and Team; The Mayor spoke of the success of After Six; She expressed her condolences to the family of Robert Gregory, a Grosse Pointe Park resident; The Mayor referenced an available FEMA grant and noted the City is not eligible to apply for that grant; She spoke of the recent water events; The Mayor noted recent discussions with House Speaker Tate and Senator Cottrell regarding developments and noted they also have concerns and desires to solve infrastructure problems and not being eligible for grants. It was noted that funds have been allocated to Fox Creek and EGLE to be used for grants.

PUBLIC COMMENT (NON-AGENDA ITEMS)

No members of the public spoke.

CLOSED SESSION

Motion by Councilmember McMillian, seconded by Councilmember Gallagher, to convene into closed session for labor negotiations.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

Motion by Councilmember Caulfield, seconded by Councilmember McMillian, to reconvene back to the open session.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

Motion by Councilmember Caulfield, seconded by Councilmember Gallagher, to ratify the tentative agreement between the City of Grosse Pointe Park and the TPOAM Union.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

ADJOURNMENT

Motion by Councilmember Gallagher, seconded by Councilmember Relan, to adjourn the meeting.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Relan and McMillan, and Mayor Hodges.

NAYS: None

With no further business, the meeting adjourned at 9:45 PM.

CITY OF GROSSE POINTE PARK
SPECIAL CITY COUNCIL MEETING MINUTES
JULY 31, 2023, AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Mayor-Pro-Tem Caulfield and opened with the Pledge of Allegiance to the Flag. The meeting convened at the Council Chambers of the Municipal Building, 15115 E. Jefferson, Grosse Pointe Park, Wayne County, Michigan 48230.

PUBLIC COMMENT (AGENDA ITEMS)

No members of the public spoke.

NEW BUSINESS:
COUNCIL COMMENT

Councilmember Relan commented on the following:

Councilmember Relan asked for a status update on the dumpsters that are to be provided for residents for the disposal of food due to the power outage.

Councilmember Gallagher commented on the following:

Councilmember Gallagher mentioned the Farms put a dumpster out and it was well received. She noted a lot of homes still have debris and tree branches from the storm and wondered when it would get cleaned up.

NEW BUSINESS:
RESOLUTION TO PROPOSE AN AMENDMENT TO CHARTER SECTION 9.16 –
COLLECTION FEES

Motion by Councilmember Wiener, seconded by Councilmember Gallagher, to approve the resolution to propose an amendment to Charter Section 9.16 - Collection of Fees.

AYES: Councilmembers Brenner, Gallagher, Wiener, Relan and McMillan and Mayor Pro-Tem Caulfield

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
RESOLUTION TO PROPOSE AN AMENDMENT TO CHARTER SECTION 3.6 AND SECTION
3.10 TO ELIMINATE PRIMARY ELECTIONS FOR CITY OFFICERS

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the resolution to propose and amendment to Charter Section 3.6 and section 3.10 to Eliminate

Primary Election for City Officers.

AYES: Councilmembers Brenner, Gallagher, Wiener, and McMillan, and Mayor Pro-Tem Caulfield

NAYS: Councilmember Relan

Motion Carried Unanimously

PUBLIC COMMENT (NON-AGENDA ITEMS)

No members of the public spoke.

ADJOURNMENT

Motion by Councilmember Wiener, seconded by Councilmember Relan, to adjourn the meeting.

AYES: Councilmembers Brenner, Gallagher, Wiener, Relan and McMillan, and Mayor Pro-Tem Caulfield

NAYS: None

With no further business, the meeting adjourned at 6:19 PM.

Grosse Pointe Park Infrastructure General Updates and Status Report August 2023:

Here are some bullet points of current projects, work and planning is not limited to this.

July 26th Storm Recap

Southeastern Michigan faced a tremendous storm on July 26th, that resulted in power outages for more than 130,000 DTE customers as well as major wind and storm damage throughout the Grosse Pointes. First and foremost a big thank you to the DPW team, they worked diligently, before, during and after the storm to protect our residents.

In anticipation of the storm a meeting was held with GLWA, EGLE and regional partners to anticipate potential flooding and the preparations and response/action plans. GPP Pumping operated as intended throughout the storm.

DPW partnered with neighboring communities to address the damage and brought in supplemental crews and equipment to clear areas of Grosse Pointe Park out as quickly as possible for residents. In fact as of Monday August 7th, we have produced at least 1500 yards of chips (the equivalent of 15,000 wheelbarrows of wood chips).

Construction Updates

Kercheval: The curb work will soon be completed; the backfilling of roadway is underway. Some of the delay was the discovery that the underlying road needed more substantial repair than was anticipated from the initial coring. However, the contractor should still be compliant with the contracted completion (and if not, penalties will be applied).

Business District Parking and Alleyway: Lots are coming together, they are graded, Maryland alley connection is complete, and entrance and exits are completed.

City Hall Parking Lot: On schedule, should begin on the 15th of August. We are working on scheduling the Alley connections to minimize garbage day disruptions. The entire project should take roughly 6 weeks (weather permitting).

EERV: Pre-Construction is completed; the full site surveys have been completed, materials are being consolidated and construction should be underway end of August beginning of September. The city is committed to a multi-faceted communication plan to inform residents of the work and any impacts on the park, both through resident postings, social media as well as information at the guard house.

St Clair Montefalco: Water Main installation complete, this is including pressure testing, sewer connection happening week of the 7th.

Jefferson Pump Station: Window replacement is underway, should be completed end of August.

Sewer Scoping and Cleaning

Sewer Scoping is presently underway on the south side of Jefferson, 75% of the planned seasonal sewer root control treatments have been completed as of this update.

DTE Update

Multiple communications have been held with DTE. They have committed to sending an upper management representative to an upcoming open meeting. Furthermore, the city has been consolidating information and feedback from residents to convey the biggest areas of concern as well as the urgency from the community for improvements and a clear action plan from DTE.

Legislators

The mayor, mayor pro-tem and city manager have held meetings with Speaker Tate's, Senator Hertel's and Senator Peter's offices. We continue to stress our interest in broader regional driven infrastructure engagement and region-specific solutions. We believe pro-active communities such as Grosse Pointe Park should see more incentives for the work we are already engaged in. While we have had an aggressive push pursuing grants, we are generally at a scoring disadvantage relative to our peers in pursuit of grant dollars, but despite this we have shown commitment to infrastructure development and would like to see support for our actions.

Water Sewer Asset Management:

We continue consolidating data from the asset management studies, DPW direct work, resident input and scoping. We are mapping out the areas of greatest need and are working out our 2024 schedule capital repair/upgrade schedule. Additionally, we are looking to consolidate multiple sections and if we can garner savings and efficiency we hope to consolidate and pull together into a larger multi-year construction block.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Remodel and Upgrade the Public Safety Evidence Storage Area

SUMMARY: The Public Safety Evidence Storage area is in need of updates and upgrades. Funds have been budgeted for FY 2024 for the project. The proposal will reconfigure the current area, allowing for public safety to utilize the available space more efficiently. GPH services will provide the construction, which will include rebuilding and adding fire-rated protected walls and steel entry doors.

FINANCIAL IMPACT: \$ 26,876.00

RECOMMENDATION: Approve the proposal from GPH Services in the amount of \$26,876.00.

PREPARED BY: James Bostock, Director of Public Safety



26th June, 2023

Estimate:

Grosse Pointe Park Offices
Attention: Director Bryan Jarrell
Deputy Director James Bostock
15115 E. Jefferson
Grosse Pointe Park
Michigan 48230
(313) 822-4289
jarrellb@grossepointeparl.org
bostockj@grossepointepark.org

Thank you for the opportunity to assist you with the renovation of the property.
If you have any questions, please do not hesitate to contact me.

— — —

The project entails the **construction of two (2) walls with a new steel door in Evidence Room.**

Remove existing door and frame
Remove existing wall framing and wire fence top
Set up scaffolding
Dust protection to areas of work.
Dispose of debris.

Back Wall:

Framed at 42" from rear of room,
Wall to be continuous floor to ceiling
Frame opening for roll-up door (roll-up door by others)

Front Wall:

Frame wall at existing location
Wall to be continuous floor to ceiling
Frame opening for 36" steel door
Supply and install new steel door and frame

Walls:

Framing to consist of 2" x 6" studs,
Tapcon anchors to floor and block
Both walls will be covered with ¾" CDX plywood,
glued and screwed to framing

Drywall finish to three sides of walls, ½”
 Paint new steel door and frame
 Prime and paint new partition walls
 Prime and paint existing block walls (no ceiling).
 Broom clean job site.

Door Specifications:

Galvanneal A40 steel
 1-3/4” thick, 18-gauge door,
 left hand outswing
 Polystyrene core, primed
 Door lock and handle set by Pointe Alarm

Project Total with Materials: \$ 26,876.00

This estimate is valid for thirty (30) days from date of proposal

Removal of all rubbish and construction debris. Clean jobsite and renovation area on completion of project.

Notes:

- 1) No electrical priced or quoted in project
- 2)

Additional items and change orders will be billed and are due upon receipt.

Payment Schedule:

Required payment at contract signing, thirteen thousand four hundred thirty-eight dollars \$ 13,438.00

A balance of thirteen thousand four hundred thirty-eight dollars \$ 13,438.00 is required on completion.

Aaron Whittaker
President
G.P.H. Services
15003 Charlevoix Street
Grosse Pointe Park, MI. 48230
Ph: 313 757 1969
C: 248 361 3637

Client

Date

Please make checks payable to G.P.H. Services.



We are fully licensed and insured. Builders Licenses # 2101189591, 2102214048



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Approve Purchase of Utility Truck

SUMMARY: At its July 10 regular meeting, the City Council approved the purchase of several vehicles and equipment for the Public Safety and Public Works Departments. The memo that accompanied this approval mentioned quotations for a vehicle for the water department were being sought. Since then, quotes have been received from Todd Wenzel Chevrolet for the purchase of a Medium Duty Cab Chassis and chassis components and equipment upfitting (such as integrated toolboxes) from Versalift Midwest. These vendors participate in the State MiDeals cooperative government purchasing program. Attached for your review are the applicable quotes.

FINANCIAL IMPACT: Sufficient funds were budgeted in the Fiscal Year 2024 budget for various vehicle and equipment purchases, including this truck.

<u>Account Number</u>	<u>Budgeted Funds</u>	<u>Previously Committed</u>	<u>Purchase Amount</u>	<u>Balance Remaining</u>
592-536-970	\$329,600	\$187,141	\$112,409.25	\$30,049.75

RECOMMENDATION: Motion to approve the purchase of the requested vehicle and equipment from Todd Wenzel Chevrolet and Versalift Midwest.

PREPARED BY: Tom Jenny, Director of Public Works
Warren Rothe, Assistant City Manager

WATERBOARD WORK TRUCK

TODD WENZEL CHEVROLET

3156 Highland Dr, PO Box 310
Hudsonville, MI 49426

ALBERT LI

Fleet / Municipal Sales

Ph (734) 713-1065 Fax (734) 467-7181
ali@toddwenzel.com

State of Michigan MiDeal Contract # 180000001111
MiDeal Spec # 3958-0119D

City of Grosse Pointe Park Pricing

(MiDeal Pricing)

2024 Chevrolet Silverado MD5500 Reg Cab 4x4 Dump

19.5k# GVWR / 30k# GCWR Diesel / Allison Trans 84" CA Chassis

2023 Chevrolet Silverado MD5500 Reg Cab 4x4 Chassis	\$ 63,844.00
24M – 2024MY GM Mfr Price Adj for State Contract Bids	\$ 3,750.00
Delivery per MiDeal (FOB Versalift Midwest)	\$ 332.00
Total	\$ 67,926.00

Options:

Upgrade to 34000# GCWR Rating	+ \$ 500.50
K14 – 110V Power Outlet in Dash	+ \$ 113.75

TOTAL 68,540.25

Prices Quoted are for a MiDeal GM Factory Order.
FOB Warren, MI

CHASSIS — 68,540.00
WORK BOX UP-FIT — 43,869.00

TOTAL TRUCK COST = 112,409.25



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. J35501

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1945
CITY OF GROSSE POINTE PRK
15115 EAST JEFFERSON

GROSSE PNTE PRK MI 48230

08/04/23: Quote Date
09/03/23: Expire Date
N30: Terms
: Delivery

Contact: DAVE

Phone: 313-822-6200

Fax: 313-822-9465

MI-DEAL CONTRACT #071B7700166

FURNISH AND INSTALL:

1) BRAND FX BFXB-84LS FIBERGLASS DUAL WHEEL SERVICE BODY

- 132" LONG
- 18" COMPARTMENT DEPTH
- 42" SIDEPACK HEIGHT
- 27" MOUNTING HEIGHT
- ALUMINUM UNDERSTRUCTURE
- FLOW THROUGH VENTILATION SYSTEM
- FULL LENGTH STREETSIDE HOT STICK BOX
- LED LIGHTING PACKAGE
- SHELVING PACKAGE
- CURBSIDE #4 WALK UP ACCESS STEPS
- ALUMINUM TREADPLATE COMPARTMENT TOPS
- 30" STEEL TREADPLATE TAILSHELF WITH SIDE SKIRTS
- TAIL SHELF GRAB RAIL
- WHEEL CHOCK HOLDERS IN SIDE PANEL
- ELECTRIC BACK UP ALARM
- PROFESSIONAL UNDERCOATING

****-DIAMOND TREAD PLATE ON TOPS OF COMPARTMENTS

STREETSIDE COMPARTMENT DETAILS:

- #1 STANDARD ADJUSTABLE SHELVES WITH DIVIDERS
- #2 STANDARD ADJUSTABLE SHELVES WITH DIVIDERS
- #3 STANDARD ADJUSTABLE SHELF WITH DIVIDERS
- #4 STANDARD ADJUSTABLE SHELVES WITH DIVIDERS

CURBSIDE COMPARTMENT DETAILS:

- #1 C-TECH 7 DRAWER UNIT (QTY 3, 3" DRAWERS, 2, 4" DRAWERS AND 2, 5" DRAWERS.
- #2 STANDARD ADJUSTABLE SHELVES WITH DIVIDERS
- #3 STANDARD ADJUSTABLE SHELF WITH DIVIDERS
- #4 STANDARD ADJUSTABLE SHELVES WITH DIVIDERS

- 1) 1/2" CUSTOM CANNON REAR HITCH PLATE W/ BRACING TO REAR OF TRUCK
-SAFETY CHAIN D-RINGS

*** CONTINUED NEXT PAGE ***



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Q U O T A T I O N
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Page 2

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15115 EAST JEFFERSON

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Contact: DAVE

Phone: 313-822-6200

Fax: 313-822-9465

-20 TON PINTLE HOOK
-7 PIN RV STYLE TRAILER PLUG
-PAINTED BLACK

1) STROBE LIGHT PACKAGE TO INCLUDE:

-2 REAR BUYERS SL40AR AMBER/GREEN STROBES RECESSED IN BACK OF REAR TAIL SHELF
-6 BUYERS SURFACE AMBER/GREEN STROBES TWO IN GRILL AND 2 MOUNTED TO BODY
SIDES FRONT AND REAR TOP CORNERS BOTH SIDES.
-AMBER/GREEN LED MINI LIGHT BAR MOUNTED ON LIGHT BRACKET

1) LED TELESCOPIC SCENE LIGHT:

Fire Research (1) Spectra LED Scene Light model SPA530-Q28 side mount push up telescopic light shall be installed. The light pole shall be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole shall rotate 360 degrees. The outer pole shall be a grooved aluminum extrusion and qualify as an NFPA compliant handrail. The pole mounting brackets shall have a 2 3/4" offset. Wiring shall extend from the pole bottom with a 4' retractile cord. It shall operate at 12 volts DC and generate 28,000 lumens of light.

1) DROP DOWN LADDER RACK

TOTAL ABOVE..... \$ 43,869.00

THANK YOU,
CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Traffic Control Order #234

SUMMARY: The intersection of Kercheval and Beaconsfield is within the business district of Grosse Pointe Park. The district has seen an increased volume of pedestrian traffic and on street parking, which creates difficult sight lines for crossing vehicles. The stop signs placed on Kercheval at Beaconsfield will make the intersection a 4-way stop, adding a layer of safety for both pedestrian, bicycle and vehicle traffic.

The creation of a 4-way stop at the intersection creates a consistent pattern with the other intersections within the district.

FINANCIAL IMPACT: \$0

RECOMMENDATION: To make permanent, Traffic Control Order 234, which makes the intersection of Kercheval and Beaconsfield a 4-Way Stop, by erecting stop signs on Kercheval at Beaconsfield.

PREPARED BY: James Bostock, Director of Public Safety

GROSSE POINTE PARK DEPARTMENT OF PUBLIC SAFETY

TEMPORARY TRAFFIC REGULATION NUMBER 234

Pursuant to Section 22-UTC-153 of the code of the City of Grosse Pointe Park, the undersigned hereby promulgates the following temporary regulation for the control of traffic **on Kercheval at Beaconsfield** within the City of Grosse Pointe Park, County of Wayne, State of Michigan.

1. I direct that on Kercheval at Beaconsfield, STOP signs be placed for east and west bound traffic on Kercheval.

This regulation shall become effective on this date and expire in ninety days unless made permanent by the City Council. Done in the City of Grosse Pointe Park, County of Wayne, State of Michigan, this 17th day of July 2023.

A handwritten signature in black ink, appearing to read 'JB', with a long horizontal line extending to the right.

James A. Bostock

Director of Public Safety

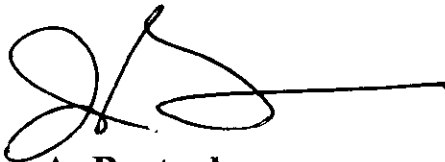
GROSSE POINTE PARK DEPARTMENT OF PUBLIC SAFETY

TEMPORARY TRAFFIC REGULATION NUMBER 235

Pursuant to Section 22-UTC-153 of the code of the City of Grosse Pointe Park, the undersigned hereby promulgates the following temporary regulation for the control of traffic **on Charlevoix at Beaconsfield** within the City of Grosse Pointe Park, County of Wayne, State of Michigan.

1. I direct that on Charlevoix at Beaconsfield, STOP signs be placed for east and west bound traffic on Charlevoix.

This regulation shall become effective on this date and expire in ninety days unless made permanent by the City Council. Done in the City of Grosse Pointe Park, County of Wayne, State of Michigan, this 28th day of July 2023.

A handwritten signature in black ink, appearing to read 'JB', with a long horizontal line extending to the right.

James A. Bostock
Director of Public Safety

**RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENT IN
PARTIAL NATIONAL PRESCRIPTION OPIATE LITIGATION SETTLEMENT WITH
WALGREENS PHARMACY**

CITY OF GROSSE POINTE PARK

At a meeting of the City Council of the City of Grosse Pointe Park, County of Wayne, State of Michigan (the “City”) at a meeting held on August 14, 2023, at 15115 East Jefferson Avenue, Grosse Pointe Park, Michigan 48230 at 7:00 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

WHEREAS, the City of Grosse Pointe Park is a participant in the National Opioid Settlements with Teva Pharmaceuticals Industries Ltd. and Allergan Finance, LLC (prescription opioids manufacturers), and CVS Health Corp. and CVS Pharmacy, Inc., and Walmart (“Settling Defendants”); and

WHEREAS, Walgreens Pharmacy is an additional Settling Defendant and the State of Michigan reached agreement on settlement terms with Walgreens in June 2023 to remediate conduct, which caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic; and

WHEREAS, the participation in the Walgreen’s settlement provides additional monetary relief to fund abatement and prevention strategies associated with the opioid public nuisance; including payments up to \$338 million directed to the State of Michigan; and

WHEREAS, the Proposed Settlement provides for an allocation method where 50% of the settlement proceeds are directed to participating local governments.

NOW THEREFORE, the Board of Trustees authorizes the City Manager to opt-in to the settlement by executing and submitting the Walgreens Pharmacy Participation Agreement and such further action as is necessary to receive the settlement funds; and

IT IS FURTHER RESOLVED, the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlements as described herein.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified and acting Clerk of the City of Grosse Pointe Park, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on August 14, 2023, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

Dated: August ____, 2023



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Ordinance #240: Retail Fraud and Disorderly Persons

SUMMARY: In July, the Ordinance Committee reviewed two code changes as proposed by the Department of Public Safety. Detective Sergeant Pittman and the City Prosecutor presented revisions to *Chapter 16 - Offenses* which are detailed as follows:

Retail Fraud - add a provision dealing specifically with retail fraud. We do not currently have retail fraud as an offense and have been prosecuting these kinds of violations as larceny charges.

Disorderly Persons - A majority of Chapter 16 contains many short sections where various types of disorderly conduct are listed separately. In an effort to streamline our code, a more generic "disorderly person" section has been drafted which would replace several of the short sections.

The Ordinance Committee unanimously recommended adopting the ordinance as proposed.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to adopt Ordinance #240 as presented.

PREPARED BY: Warren Rothe, Assistant City Manager

**CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN ORDINANCE**

Ordinance No. ____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISING AND AMENDING CHAPTER 16, ARTICLE IV, SECTION 16, BY ADDING THE OFFENSE OF RETAIL FRAUD AND AMENDING CHAPTER 16, ARTICLE V, SECTION 16, BY ADDING THE OFFENSE OF DISORDERLY PERSON AND REPEALING SECTIONS OF CHAPTER 16.

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1. Chapter 16 – Offenses, Sec. 16-89, of the Code of the City of Grosse Pointe Park is amended to the following, with Secs. 16-90. – 16-95. now being Reserved:

Sec. 16-89. Retail Fraud

- (a) A person who does any of the following in a store or in its immediate vicinity is guilty of retail fraud:
 - (1) *Misrepresents the price.* While a store is open to the public, alters, transfers, removes and replaces, conceals, or otherwise misrepresents the price at which property is offered for sale, with the intent not to pay for the property or to pay less than the price at which the property is offered for sale, if the resulting difference in price is less than \$200.00.
 - (2) *Steals property.* While a store is open to the public, steals property that is offered for sale, at a price of less than \$200.00.
 - (3) *Wrongful refunds and exchanges.* With intent to defraud, obtains or attempts to obtain money or property from the store as a refund or exchange for property that was not paid for and that belongs to the store, if the amount of money, or the value of the property, obtained or attempted to be obtained is less than \$200.00.
- (b) All violations of this section shall be misdemeanors and, upon conviction thereof, shall be punishable by a sentence of not more than 93 days of confinement to jail or by a fine of not more than \$500.00, or both.

State law reference – Retail fraud, MCL § 750.356d.

Section 2. Chapter 16 – Offenses, Sec. 16-117, of the Code of the City of Grosse Pointe Park is amended to the following, with Secs. 16-117. – 16-120. now being Reserved.

Sec. 16-31. Disorderly Person.

- (a) A person shall be guilty of disorderly person if they engage in any of the following:
- (1) Acts in a violent or tumultuous manner toward another whereby any person is placed in fear of safety of his life, limb or health;
 - (2) Acts in a violent or tumultuous manner toward another whereby the property of any person is placed in danger of being destroyed or damaged;
 - (3) Endangers the lawful pursuits of another by acts of violence, angry threats or abusive conduct;
 - (4) Jostles or crowds or pushes other persons in any public place;
 - (5) Conducts himself or behaves in any obscene manner in any public place in the city;
 - (6) Causes, provokes or engages in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;
 - (7) By acts of violence interferes with another's pursuit of a lawful occupation;
 - (8) Causes or makes any unnecessary loud noise or shouts or yells, or engages in any conduct which creates any disturbance, tends to disturb, or aids in disturbing, of the peace of others in a public place or a place open to the public;
 - (9) No person shall knowingly remain at a place of illegal occupation, business, or activity;
 - (10) No person shall remain at a public place in such a manner as to obstruct any public street, highway, sidewalk, or any other public place by hindering or impeding the free and uninterrupted passage of vehicles, traffic or pedestrians, or ingress or egress from any business or property;
 - (11) Any window peeper, or any person who shall designedly molest, assault, or interfere with persons, or the safety, comfort, and repose of any person in any public place;
 - (12) Any person who shall be drunk or intoxicated in any public place, or any person who shall imbibe any intoxicating liquor, including beer and wine, in any public place not licensed to sell such liquor for consumption on the premises.
- (b) All violations of this section shall be misdemeanors and, upon conviction thereof, shall be punishable by a sentence of not more than 90 days of confinement to jail or by a fine of not more than \$500.00, or both.

Section 3. The following Sections of Chapter 16 – Offenses of the Code of the City of Grosse Pointe Park are repealed:

Sec. 16-3. Fortune-Telling;
Sec. 16-4 Window Peeping;
Sec. 16-44 Annoying Persons;
Sec. 16-96. Disturbing the Peace;
Sec. 16-101 Jostling;
Sec. 16-102 Fighting;
Sec. 16-103 Disorderly Intoxication;
Sec. 16-104. Under the Influence of Controlled Substance;
Sec. 16-105. Unlawful Assembly;
Sec. 16-122. Throwing of Snowballs and Other Objects.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Fiscal Year 2023 Project Carryforwards & 401 Capital Projects Fund Cancellation

SUMMARY: BACKGROUND: The Uniform Budgeting and Accounting Act requires that a City Council prepare a budget amendment as soon as it is apparent that a deviation from the original budget is necessary and the amount can be determined.

- Request to amend FY2024 Adopted Budget for projects started in the 2022-2023 fiscal year to be completed in FY2023-2024,
- Request to cancel FY2024 Adopted Budget for the 401 Capital Projects fund as a transfer-in of funding from the 101 General Fund and to re-appropriate the requested \$282,800 within the 101 General Fund based on the requested expenditure,
- Adopt resolution authorizing the Finance Director to appropriate FY2023 Carry-forward budgets,
- Adopt a resolution authorizing the Finance Director to cancel the FY2024 adopted budget in the 401 Capital Projects Fund,
- Adopt a resolution authorizing the Finance Director to appropriate FY2024 Capital Projects Fund budgets within the 101 General Fund's department expenditure accounts as outlined and attached,

FINANCIAL IMPACT: FY2024 General Fund appropriations of \$23,800; FY2024 TIFA Fund appropriations of \$181,400; FY2024 Water & Sewer Fund appropriations of \$41,000 all related to FY2023 Carry-Forward projects
FY2024 Capital Projects Fund budget cancelation of \$282,800 re-appropriated with General Fund in the same amount of \$282,800

RECOMMENDATION: Adopt resolution to amend the FY2024 Adopted budget for FY2023 Carry-forwards and to reappropriate funding from the FY2024 Capital Projects Fund

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to adopt and amend the FY2023-2024 Expenditure Budgets

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was offered:

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, the Uniform Budgeting and Accounting Act requires that a City Board prepare a budget amendment as soon as it is apparent that a deviation from the original budget is necessary and the amount can be determined; and,

WHEREAS, the referenced amendments are reflective of activity incurred since the adoption of the FY2023-2024 budget approved by the City of Grosse Pointe Park Council on May 8, 2023; and,

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2023-2024; and,

WHEREAS, the City Council is satisfied with proposed fiscal year 2023 carry-forward requested budget and amendments as outlined and attached by authorizing the Finance Director to appropriate General Fund fund balance in the amount of \$23,800; and,

WHEREAS, the City Council recognizes and approves the closing of the 401 Capital Projects Fund for FY2024; and,

WHEREAS, the City Council is satisfied with the closing of the 401 Capital Projects Fund revenues as a Transfer-In from the General Fund, for governmental expenditures to be cancelled in the amount of \$282,200 for fiscal year 2024; and,

WHEREAS, the City Council is satisfied with the closing of the 401 Capital Projects Fund for governmental expenditure budget to be cancelled in the amount of \$282,200 for fiscal year 2024; and,

WHEREAS, the City Council is satisfied and authorizes the Finance Director to amend and appropriate 101 General Fund budget to the department expenditure accounts in the amount of \$282,800 from the Capital Projects Fund and \$23,800 in FY2023 carry-forward project budgets, as outlined and attached, for fiscal year 2023-2024; and,

WHEREAS, the City Council is satisfied with proposed FY2023 carry-forward requested budget amendments as outlined and attached by authorizes the Finance Director to appropriate the 251 Fund Tax Increment Financing Authority fund balance in the amount of \$ 181,400; and;

WHEREAS, the City Council is satisfied with proposed FY2023 carry-forward requested budget amendments as outlined and attached by authorizes the Finance Director to appropriate 592 Water & Sewer net position in the amount of \$ 41,000; and;

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council members hereby adopt this resolution authorizing the Finance Director to cancel the 401 Capital Projects Fund revenues and expenditures in the amount of \$282,800 by authorizing the appropriation of expenditures within the General Fund departments in the amount of \$282,800 as outlined and attached; and,

NOW, THEREFORE LET IT FURTHER BE RESOLVED, that the City of Grosse Pointe Park Council members hereby adopt this resolution to amend the FY2023-2024 budget for FY2023 project carry-forward budgets requested by appropriating General Fund fund balance in the amount of \$20,400, Tax Increment Financing Authority fund balance in the amount of \$181,400 and Water & Sewer net position in the amount of \$41,000 for projects started in the 2022-2023 fiscal year to be completed in FY2023-2024, as outlined and attached.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 14, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Nick Sizeland, City Manager
City of Grosse Pointe Park

FY2023-2024 Budget Amendments
FY2024 Recognition of Funding Sources

GL Number	Account Description	Revenue Budget Recognition	FY2023 Budgeted	FY2023 Revised
401-000-699.101	Interfund Transfers In - General Fund	\$ (282,800)	\$ 282,800	\$ -
	Budget Cancel - Closing 401 Fund/Reappropriate within Fund/Department Expenditures			
Total 401 Capital Projects Fund - Revenue Recognition (Budget Cancel of Revenue coming from 101 General Fund)		\$ (282,800)	\$ 282,800	\$ -
FY2023 Carry-Forward Projects & FY2024 Budget Amendments				
GL Number	Account Description	Amendment	Budgeted	Revised
101-101-959.030	Consultant Fees	\$ 12,000	\$ 12,000	\$ 24,000
	FY2023 Carry-Forward: Zoning Ordinance Rewrite - Consultant Fees			
101-173-934.000	Maintenance & Repair - Building(s)	\$ 11,800	\$ -	\$ 11,800
	FY2023 Carry-Forward: City Hall HVAC Unit Replacement (Supply Chain Issues/delayed delivery)			
101-173-960.070	Contractual - Computer Services	\$ 8,300	\$ 38,400	\$ 46,700
	Collapse 401 Fund - Computers (Hardware)			
101-300-960.070	Contractual - Computer Services	\$ 10,000	\$ -	\$ 10,000
	Collapse 401 Fund - Dispatch & Prisoner processing computers			
101-912-990.000	Debt Service - Notest Payable Principal	\$ 56,800	\$ 32,000	\$ 88,800
	Collapse 401 Fund - One (1) new Chevy Tahoe & Two (2) Ford Explorers (existing - Motorola In-car Cameras)			
101-912-993.000	Debt Service - Interest Expense	\$ 3,200	\$ -	\$ 3,200
	Collapse 401 Fund - One (1) new Chevy Tahoe & Two (2) Ford Explorers			
101-300-970.000	Capital Outlay	\$ 25,000	\$ -	\$ 25,000
	Collapse 401 Fund - Chevy Tahoe Vehicle Equipment & Upfitting			
101-300-740.000	Supplies - Operational Tools & Supplies	\$ 30,000	\$ -	\$ 30,000
	Collapse 401 Fund - Public Safety Equipment			
101-300-970.000	Capital Outlay	\$ 54,000	\$ -	\$ 54,000
	Collapse 401 Fund -Replacement of Public Safety Doors & Security			
101-300-970.000	Capital Outlay	\$ 35,000	\$ -	\$ 35,000
	Collapse 401 Fund - Public Safety Evidence Room			
101-751-960.070	Contractual - Computer Services	\$ 8,500		\$ 8,500
	Collapse 401 Fund - Parks & Recreation Server Upgrade			
101-751-934.000	Maintenance & Repairs - Building(s)	\$ 5,000		\$ 5,000
	Collapse 401 Fund - Parks & Recreation - Patterson Park Lift Station Doors			
101-751-970.000	Capital Outlay	\$ 32,000	\$ -	\$ 32,000
	Collapse 401 Fund - Parks & Recreation - Patterson Park Concrete Reapirs & Wood Platform Porch			
101-751-970.000	Capital Outlay	\$ 15,000	\$ -	\$ 15,000
	Collapse 401 Fund - Playground Equipment (Phase 1 of 3)			
101-965-999.401	Interfund Transfer Out - Capital Projects	\$ (282,800)	\$ 282,800	\$ -
	Collapse 401 Fund - Cancel transfer of General Fund Dollars being transferred to the Capital Projects Fund			
Total 101 General Fund Appropriations		\$ 23,800	\$ 365,200	\$ 389,000
251-730-818.112	Grant Program	\$ 6,300	\$ 75,000	\$ 81,300
	FY2023 Carry-Forward: TIFA Grant Program			
251-730-818.204	Parking Capital Improvement	\$ 164,700	\$ 90,000	\$ 254,700
	FY2023 Carry-Forward: Parking Capital Improvement Projects (Foundation Agreement)			
251-730-818.205	Engineering Professional Services	\$ 10,400	\$ -	\$ 10,400
	FY2023 Carry-Forward: Engineering Services - Parking Lot Projects (Foundation Agreement)			
Total 251 TIFA Fund		\$ 181,400	\$ 165,000	\$ 346,400

592-528-970.000	Capital Outlay	\$ 41,000	\$ -	\$ 41,000
	FY2023 Carry-Forward: Three (3) Mile Station Controls			
Total 592 Water & Sewer Fund		\$ 41,000	\$ -	\$ 41,000

07/28/2023

BUDGET REPORT FOR GROSSE POINTE PARK
Calculations as of 06/30/2023

GL NUMBER	DESCRIPTION	2023-24 Adopted BUDGET	2023-24 AMENDED BUDGET
Dept 000 - Non Departmental			
ESTIMATED REVENUES			
401-000-699.101	Interfund Transfer In - General Fund	282,800.00	282,800.00
401-000-699.306	InterfundTransfers In- 2018 Road Millage	447,000.00	0.00
TOTAL ESTIMATED REVENUES		729,800.00	282,800.00
NET OF REVENUES/APPROPRIATIONS - 000 - Non Departmental		729,800.00	282,800.00

Cancel Budget Transfer-In of GF

Dept 901 - Capital Improvement Plan

APPROPRIATIONS

401-901-818.200	PARK SERVER UPGRADE	8,500.00	\$ 8,500.00
401-901-971.111	PARK & REC PICNIC, GRILLS, LOUNGERS	0.00	\$ -
401-901-971.118	DOORS AT LIFT STATION, PATTERSON PARK	5,000.00	\$ 5,000.00
401-901-980.000	COMPUTERS - IT	8,300.00	\$ 8,300.00
401-901-980.001	IT RIGHT ANNUAL CONTRACT	0.00	\$ -
401-901-980.010	EQUIPMENT-COMPUTER SYSTEM-JIS COURT	0.00	\$ -
401-901-980.050	Contractual - Computer Services	0.00	\$ -
401-901-980.070	Lease Xerox	0.00	\$ -
401-901-980.080	Fitness Center Equipment Leas	0.00	\$ -
401-901-980.300	Equipment-Public Safety	30,000.00	\$ 30,000.00
401-901-981.300	Vehicles-Public Safety	60,000.00	\$ 60,000.00
401-901-981.302	PATROL VEHICLE EQUIPMENT	25,000.00	\$ 25,000.00
401-901-981.303	FIRE TURNOUT GEAR	0.00	\$ -
401-901-981.304	CAD COMPUTER	10,000.00	\$ 10,000.00
401-901-981.309	REPLACEMENT DOORS/SEC SYS PUB SAFETY	54,000.00	\$ 54,000.00
401-901-981.401	INSTALLMENT PURCHASE PRINCIPAL	0.00	\$ -
401-901-981.402	INSTALLMENT PURCHASE CONTRACT INTEREST	0.00	\$ -
401-901-981.406	MDI -HVAC CITY HALL	0.00	\$ -
401-901-981.421	PUBLIC SAFETY EVIDENCE ROOM	35,000.00	\$ 35,000.00
401-901-981.425	WEBSITE-REVIZE	0.00	\$ -
401-901-981.445	PAINTING AND CARPET CITY HALL	0.00	\$ -
401-901-981.451	LAVINS CENTER ROOF REPLACEMENT	0.00	\$ -
401-901-981.452	LAVINS SUNDECK	0.00	\$ -
401-901-981.455	OLYMPIC POOL LANE REPLACEMENT	0.00	\$ -
401-901-981.470	CONCRETE REPAIRS WPP / PATTERSON PARK	32,000.00	\$ 32,000.00
401-901-981.471	PLAYGROUND PHASE 1 OF 3	15,000.00	\$ 15,000.00
401-901-981.472	City Hall Parking Lot Repaving Project	447,000.00	\$ -
TOTAL APPROPRIATIONS		729,800.00	282,800.00

New General Ledger

Account Description

101-751-960.070	Contractual - Computer Services
101-751-934.000	Maintenance & Repair - Building(s)
101-173-740.000	Supplies - Operational Tools & Supplies
101-300-740.000	What kind of Equipment
101-912-990.000 & 993.000	2023 Tahoe & 3 of 3 pmt of Ford Interceptors
101-300-970.000	New Tahoe Vehicle Upfitting
101-300-960.070	Contractual - Computer Services
101-300-970.000	Capital Outlay
101-300-970.000	Capital Outlay
101-751-970.000	Capital Outlay
101-751-970.000	Capital Outlay



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Credit Card & Electronic Devices Resolution

SUMMARY: Adopt Credit Card & Electronic Device Resolution

Public Act 280 of 1995 requires a local unit to accept payments via a financial transaction device for tax, assessment, or other fees through an adopted resolution by the local unit, authorizing the acceptance of payments of financial transactions through the use of electronic devices and to design the City Treasurer of the local unit as responsible for determining the types of financial transaction devices that may be accepted for all city point-of-sale systems.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to approve resolution to accept all electronic payment methods as allowed under Public Act 280 of 1995 Section 129.223 by authorizing the City Comptroller (aka: City Treasurer/Finance Director) to determine and accept various financial transactions through electronic devices for the city's various point-of-sale locations throughout the city.

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

**STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK**

Resolution to adopt acceptance of all electronic payment methods made through financial transaction devices.

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was adopted.

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, in accordance with Public Act 280 of 1995 effective January 9, 1996, 129.222 Section 2, states *“a local unit shall not accept a payment by financial transaction device if prohibited by law or charter. A local unit shall not accept a payment by financial transaction device more than 6 months after the effective date of this act unless it complies with section 3”*; and,

WHEREAS, Public Act 280 of 1995, 129.223, Section 3 states *“before a local unit accepts a payment by financial transaction device for a tax, assessment, or fee, the governing body of the local unit shall adopt a resolution authorizing the acceptance of payments by financial transaction devices. The resolution shall designate the treasurer of the local unit as responsible for determining the types of financial transaction devices that may be accepted”*; and,

WHEREAS, in accordance with Public Act 280 of 1995, MCL 129.221, et seq. the City Council adopts this resolution authorizing the acceptance of financial transaction payment methods and the acceptance of all transactions by electronic devices; and,

WHEREAS, the City Council recognizes and adopts that all financial transactions accepted by the city to include all electronic devices that collect payments through financial institutions and merchant service providers and computerized point-of-sale systems; and,

WHEREAS, the Council authorizes and affirms that the City Comptroller, in accordance with the City Charter Section 4.11, is the Chief Financial Officer of the City and hereby, designates the City Comptroller (*City Treasurer/Finance Director*) as responsible for determining the proper types of electronic financial transaction devices to be used to collect all payments for city services, for the City of Grosse Pointe Park; and,

WHEREAS, the City Council authorizes the City Comptroller to accept the city’s payments through various electronic devices including its point-of-sales system(s), electronic lockboxes, the Automatic Clearing House (ACH), direct deposit, wire, text to pay, credit cards, debit cards, e-check, and by the making of reoccurring electronic payment options, available to its customers; and,

WHEREAS, the City Council authorizes the determination of the financial transaction devices that may be accepted to the City Comptroller to be deposited with the city’s approved depositories, which

shall comply with the resolution for the deposit of public money under section 2 of Act No. 40 of the Public Acts and with MCL 129.12 of the Michigan Compiled Laws; and,

NOW THEREFORE BE IT RESOLVED, the City of Grosse Pointe Park City Council authorizes the use of financial transaction electronic devices and various electronic payment methods by authorizing the City Comptroller to determine transaction collection processes for the city.

NOW THEREFORE BE IT FURTHER RESOLVED, the City Council appoints the responsibility to the City's Comptroller to oversee and manage all payment methods and electronic financial transaction devices that accept the collection of city payments, including its point-of-sale systems and other financial software systems, throughout the entire City of Grosse Pointe Park.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 14, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Nick Sizeland City Manager
City of Grosse Pointe Park

FINANCIAL TRANSACTION DEVICE PAYMENTS Act 280 of 1995

AN ACT to authorize local units of government to accept financial transaction device payments.

History: 1995, Act 280, Imd. Eff. Jan. 9, 1996.

The People of the State of Michigan enact:

129.221 Definitions.

Sec. 1. As used in this act:

(a) “Credit card” means a card or device issued by a person licensed under 1984 PA 379, MCL 493.101 to 493.114, or under the consumer financial services act, 1988 PA 161, MCL 487.2051 to 487.2072, or issued by a depository financial institution as defined in section 1a of the mortgage brokers, lenders, and servicers licensing act, 1987 PA 173, MCL 445.1651a, under a credit card arrangement.

(b) “Credit card arrangement” means an unsecured extension of credit for purchasing goods or services from the credit card issuer or any other person that is made to the holder of a credit card and that is accessed with a credit card.

(c) “Financial transaction device” means any of the following:

(i) An electronic funds transfer card.

(ii) A credit card.

(iii) A debit card.

(d) “Governing body” means any of the following:

(i) The council, commission, or other entity vested with the legislative power of a village.

(ii) The council or other entity vested with the legislative power of a city.

(iii) The township board of a township.

(iv) The county board of commissioners of a county.

(v) The board of county road commissioners of a county.

(vi) The board of education of a local school district.

(vii) The board of education of an intermediate school district.

(viii) The board of trustees of a community college district.

(ix) The official body to which is granted general governing powers over an authority or organization of government established by law which may issue obligations pursuant to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821, and which may expend funds of the authority or organization.

(e) “Local school district” means a school district organized under the revised school code, 1976 PA 451, MCL 380.1 to 380.1852, or a district governed by a special or local act.

(f) “Local unit” means any of the following:

(i) A village.

(ii) A city.

(iii) A township.

(iv) A county.

(v) A county road commission.

(vi) A local school district.

(vii) An intermediate school district.

(viii) A community college district.

(ix) An authority or organization of government established by law which may issue obligations under the revised municipal finance act, 2001 PA 34, MCL 141.2101 to MCL 141.2821, and which may expend funds of the authority or organization.

History: 1995, Act 280, Imd. Eff. Jan. 9, 1996;—Am. 2002, Act 256, Imd. Eff. May 1, 2002.

129.222 Acceptance of payment by financial transaction; prohibition.

Sec. 2. A local unit shall not accept a payment by financial transaction device if prohibited by law or charter. A local unit shall not accept a payment by financial transaction device more than 6 months after the effective date of this act unless it complies with section 3.

History: 1995, Act 280, Imd. Eff. Jan. 9, 1996.

129.223 Adoption of resolution; determination of acceptable financial transaction devices.

Sec. 3. (1) Before a local unit accepts a payment by financial transaction device for a tax, assessment, or fee, the governing body of the local unit shall adopt a resolution authorizing the acceptance of payments by

financial transaction devices. The resolution shall designate the treasurer of the local unit as responsible for determining the types of financial transaction devices that may be accepted. The resolution may designate an additional officer or employee as jointly responsible with the treasurer for determining the financial transaction devices that may be accepted. However, if the treasurer is not an elected treasurer, the resolution may provide that the determination of the types of financial transaction devices shall be subsequently approved by resolution of the governing body. The determination of the financial transaction devices that may be accepted shall comply with any resolution for the deposit of public money under section 2 of Act No. 40 of the Public Acts of the First Extra Session of 1932, being section 129.12 of the Michigan Compiled Laws, applicable to that local unit. The resolution under this subsection shall specify any taxes, assessments, or fees for which payments by financial transaction devices will not be accepted.

(2) Notwithstanding the resolution adopted under subsection (1), if an elected official's office has direct responsibility to collect a tax, assessment, or fee and the elected official is not a voting member of the governing body of the local unit, the elected official may determine not to accept payments by financial transaction devices for that particular tax, assessment, or fee. Before implementing such a determination, the elected official shall notify the governing body of the local unit in writing of the particular tax, assessment, or fee for which payments by financial transaction devices will not be accepted.

History: 1995, Act 280, Imd. Eff. Jan. 9, 1996.

129.224 Authority of courts not affected.

Sec. 4. This act does not affect the authority of the courts to make determinations concerning the acceptance of financial transaction devices for court costs and fees.

History: 1995, Act 280, Imd. Eff. Jan. 9, 1996.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Bank & Financial Investment Depositories

SUMMARY: Under Public Act 40 of 1932 the governing body shall adopt a resolution designating one or more financial institutions as recommended by the City Treasurer as a depository of the city's public monies.

- To recognize the city's current financial banking institution; and ,
- To adopt by resolution other acceptable depositories for the purposes of investing the city's surplus funds in compliance with Public Act 20.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to adopt the resolution approving the deposit of public money into the financial institutions as outline and attached within the resolution.

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to adopt City's Banking and Financial Institutional Depositories

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was adopted.

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, under the laws of MCL 129.12 and the City's Investment Policy, the Grosse Pointe Park City Council is required to provide by resolution for the city's deposit and for all public invested monies coming into the hands of the City Comptroller (aka: City Treasurer/Finance Director) of the City of Grosse Pointe Park, in one or more bank(s).

NOW, THEREFORE BE IT RESOLVED, the City Council adopts by resolution 2023-08-14-295 that the following financial institution(s) having a principal office or branch office in the State of Michigan be added as depository institutions for city's funds and all other public invested monies coming into the hands of said City Comptroller (aka: City Treasurer/Finance Director) as the Chief Financial Officer in compliance with Public Act 20 of 1943 as amended, during the city's fiscal year beginning July 1, 2023, and ending June 30, 2024.

Broker/Dealers/Safekeeping:

Bank of America Merrill Lynch
Comerica Securities
Flagstar Bank
Fifth Third Bank
Huntington Bank
J.P. Morgan Securities LLC/J.P. Morgan Clearing Corp.
Morgan Stanley
PNC Financial Services Group
Raymond James & Associates, Inc.
Robinson Capital

Pooled Accounts:

Michigan CLASS / Public Trust Advisors, LLC

Banks:

Bank of America
Citizens Bank
Charter One Bank

Comerica Bank
Fifth Third Bank
Flagstar Bank
Huntington Bank
JP Morgan Chase Bank
Lake Michigan Credit Union
Merrill Lynch
PNC Bank, N.A.

BE IT FURTHER RESOLVED that each of the above depositories designated are hereby requested, directed, and authorized to honor all checks for payment of monies drawn on the various accounts when bearing the actual or facsimile signature of persons authorized by the City of Grosse Pointe Park being it a dual signature by the City Comptroller and the City Manager, to sign said checks and orders.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on ____ 20__, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of ____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of ____, 20__.

Nick Sizeland, City Manager
City of Grosse Pointe Park

DEPOSITORIES FOR PUBLIC MONEYS
Act 40 of 1932 (1st Ex. Sess.)

AN ACT to provide for the designation of depositories for public moneys; to prescribe the effect thereof on the liability for such deposits; to suspend the requirement of surety bonds from depositories of public moneys; and to repeal all acts and parts of acts inconsistent with the provisions of this act.

History: 1932, 1st Ex. Sess., Act 40, Imd. Eff. May 14, 1932.

The People of the State of Michigan enact:

129.11 Public money; definition.

Sec. 1. Except as otherwise provided by law, money collected or received by an officer of a local public entity in this state, pursuant to any provision of law authorizing the officer to collect or receive the money, is public money for the purposes of this act. An officer of a local public entity authorized to deposit public money collected or received by the local public entity shall as soon as practicable deposit the public money collected or received in 1 or more financial institutions designated under this act. This section does not prevent a county treasurer from keeping on hand a reasonable amount of money necessary to conduct the affairs of his or her office.

History: 1932, 1st Ex. Sess., Act 40, Imd. Eff. May 14, 1932;—CL 1948, 129.11;—Am. 2018, Act 462, Eff. Mar. 29, 2019.

129.12 Resolution providing for designation and deposit of public money; financial institution requirements; limitation on acceptable assets; conduct of proceedings; designation of depositories; deposit of funds; liability.

Sec. 2. (1) The governing body of a local public entity shall adopt a resolution designating 1 or more financial institutions or types of financial institutions that meet the requirements under subsection (2) as depositories of public money of the local public entity, including, but not limited to, tax money, in the proportion and manner as may be provided in the resolution. Before adopting a resolution under this subsection, the governing body of the local public entity shall consider any recommendation submitted by the treasurer of the local public entity under subsection (3). The designation of a financial institution as a depository of public money under this subsection applies to a successor of the financial institution pursuant to any merger or acquisition.

(2) To be designated as a depository of public money by a local public entity under subsection (1), a financial institution must meet either of the following:

(a) The financial institution maintains a principal office or branch office located in this state under the laws of this state or the United States.

(b) The financial institution does not maintain a principal office or branch office located in this state and all of the following apply:

(i) The local public entity has a geographic boundary bordering another state.

(ii) The financial institution maintains a principal office or branch office in the bordering state under the laws of this state or the United States.

(iii) There is no principal office or branch office of a financial institution that maintains a principal office or branch office in the local public entity.

(3) A treasurer of a local public entity may recommend to the governing body of that local public entity 1 or more financial institutions that meet the requirements of subsection (2) for designation as a depository of public money, using a procurement process that is consistent with best practices for procurement of banking services by that type of local public entity, including, but not limited to, the practices established by the Government Finance Officers Association or the Association of Public Treasurers of the United States and Canada.

(4) Assets acceptable for pledging to secure deposits of public funds are limited to any of the following:

(a) Assets considered acceptable to the state treasurer under section 3 of 1855 PA 105, MCL 21.143, to secure deposits of state surplus funds.

(b) Any of the following:

(i) Securities issued by the Federal Home Loan Mortgage Corporation.

(ii) Securities issued by the Federal National Mortgage Association.

(iii) Securities issued by the Government National Mortgage Association.

(c) Other securities considered acceptable to the depositor of public funds and the financial institution.

(5) All proceedings in connection with the deposit of public money must be conducted and governed under this act and under applicable law not in conflict with this act. Upon designation of 1 or more financial

institutions or types of financial institutions under subsection (1), a treasurer of a local public entity shall deposit all public money collected or received in the designated financial institution or institutions in the proportion and manner as may be provided by the resolution.

(6) If a deposit is made in a designated financial institution in accordance with the resolution adopted under subsection (1), the treasurer of the local public entity and the sureties on the treasurer's bonds are not liable for a loss occasioned or sustained by the failure or default of the designated financial institution. This exemption from liability applies even if applicable law provides for the furnishing of a bond by a financial institution. The treasurer of a local public entity and the sureties on the treasurer's bonds are liable for all money not deposited as provided under this act.

History: 1932, 1st Ex. Sess., Act 40, Imd. Eff. May 14, 1932;—CL 1948, 129.12;—Am. 1979, Act 84, Imd. Eff. Aug. 1, 1979;—Am. 1997, Act 31, Imd. Eff. June 19, 1997;—Am. 1997, Act 33, Imd. Eff. June 19, 1997;—Am. 2018, Act 462, Eff. Mar. 29, 2019.

129.13 Repealed. 1997, Act 31, Imd. Eff. June 19, 1997.

Compiler's note: The repealed section pertained to prohibited security.

129.14 Deposit or investment of additional money; cash control ledger; limitation.

Sec. 4. (1) Notwithstanding section 2, additional money collected or received by a treasurer of a local public entity must not be deposited or invested in a financial institution that is not eligible to be a depository of surplus funds of this state under section 6 of 1855 PA 105, MCL 21.146.

(2) An officer of a local public entity responsible for depositing money belonging to the local public entity shall keep all accounts at a financial institution designated under this act upon the regular books or records of the officer so that each item of all accounts appear on the books or records and shall maintain a cash control ledger recording deposit and investment activity affecting the money, including, but not limited to, a record of the cash and investment equity of each fund of the local public entity. Money deposited with a treasurer under this act, including any surplus money, must be deposited in a financial institution designated by the local public entity under this act or be invested by the treasurer as investment officer for the local public entity in a manner that complies with 1943 PA 20, MCL 129.91 to 129.97a.

History: Add. 1979, Act 84, Imd. Eff. Aug. 1, 1979;—Am. 1997, Act 31, Imd. Eff. June 19, 1997;—Am. 1997, Act 33, Imd. Eff. June 19, 1997;—Am. 2018, Act 462, Eff. Mar. 29, 2019.

129.15 Repealed. 2018, Act 462, Eff. Mar. 29, 2019.

Compiler's note: The repealed section pertained to definition of deposit.

129.16 Definitions.

Sec. 6. As used in this act:

(a) "Deposit" includes the purchase of or investment in shares of a credit union.

(b) "Financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government.

(c) "Governing body" means a council, commission, board, or other official body that has legislative powers over a local public entity.

(d) "Local public entity" means a county, city, village, township, school district, district, authority, municipal corporation, or any other political subdivision organized under the laws of this state.

History: Add. 1997, Act 31, Imd. Eff. June 19, 1997;—Add. 1997, Act 33, Imd. Eff. June 19, 1997;—Am. 2018, Act 462, Eff. Mar. 29, 2019.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Surplus Investment Policy

SUMMARY: Background:

Public Act 20 of 1943 as amended requires that the City adopt a formal investment policy. It is the policy of the City of Grosse Pointe Park to invest its funds in a manner which will provide sufficient security while meeting the daily cash flow needs of the city.

Purpose

The investment policy describes the parameters for investing governmental funds and identifies the investment objectives, enhances the quality of decision making, demonstrates a commitment to the fiduciary care of public funds, and reflects how the investments will be managed and monitored. The policy serves as a communication tool for the staff, elected officials, the public, rating agencies, bondholders and any other stakeholders interested in the city's investment guidelines and priorities.

The purpose of the investment policy is to establish consistent and designated types of investments allowable under Public Act 20 as amended, and to authorize the City Comptroller (aka. City Treasurer) to manage the investment of the surplus funds program as prescribed under MCL 87.11.....who shall establish written procedures and internal controls for the operation of the investment program consistent with the investment policy.

Policy

Governments have a fiduciary responsibility in managing their funds and monitoring investment activities. Developing a public funds investment policy is essential to effective financial management and is the foundation for creating protocols and internal controls for managing the portfolio and communicating information to the city's stakeholders.

- Recognize fiduciary responsibility,
- The safeguarding of government financial assets,
- Roles and responsibilities of all persons involved in the duties,
- Provides a list of suitable and authorized investments,
- Outlines the diverse types of investments and the city's investment objectives,
- Provides parameters for safekeeping and internal controls,
- Follows the city's authorized and approved financial institutions, depositories, and broker/dealers,

- Defines the frequency of investment reporting to the governing body and the government's management team.

FINANCIAL IMPACT: Investment Revenue

RECOMMENDATION: Adopt resolution approving the City's Investment Policy in compliance with Public Act 20

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

**STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK**

Resolution to adopt the City of Grosse Pointe Park's Investment Policy for surplus funds in accordance with Public Act 20, as amended.

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was adopted.

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, in accordance with Public Act 20 of 1943 as amended by Act 196 PA 1997 requires that the City adopt a formal investment policy that provides the framework for municipal investing in the State of Michigan; and,

WHEREAS, the City Council reaffirms and recognizes the City Treasurer in accordance with section 4.13 of the City Charter shall have the responsibility for the custody of all moneys of the city, any bonding pertaining solely to the Clerk, and all evidences of indebtedness belonging to the city or held in trust by the city; and,

WHEREAS, the City Council authorized the City Treasurer to handle cash management duties for the City of Grosse Pointe Park for the city and its associated component units, and where determined to provide for consistent policies of cash management by the City Treasurer, to facilitate the safekeeping of the city's monies; and,

WHEREAS, the Grosse Pointe Park City Council adopts a formal Investment Policy as attached, for the outlining the investment activities of the city's surplus funds, with an effective date of August 14, 2023; and,

WHEREAS, the City Council adopts the standard operating investment procedure and the Public Act 20 Acknowledgement Form as attached, to be completed by its authorized investment depositories by resolution, with an effective date of August 14, 2023; and

WHEREAS, the City Treasurer and City Manager will provide to the City Council for amendment, any updates as needed, to the standard operating procedure, the investment policy, and any investment form(s) to ensure the maintenance of proper internal controls regarding cash management and the safekeeping of all of the city's invested assets, and,

WHEREAS, the City Council authorizes the City Treasurer to make Public Act 20 investments with authorization of funds being released by the City Manager, to invests the city's surplus funds into Public Act 20 authorized investment types; and,

WHEREAS, the City Treasurer and City Manager is limited to investments authorized by Act 20 of 1943, as amended; and,

WHEREAS, all surplus investments held with the City's authorized depositories will be held in the name of the City of Grosse Pointe Park; and,

WHEREAS, the City Treasurer and City Manager will provide the City Council with a quarterly investment report following each calendar year quarter end; and,

WHEREAS, the annual financial report will include the City's investment portfolio of securities and book the assets to market as of the city's fiscal year end; and,

WHEREAS, the City Council understands that the annual book to market of the assets represents the assets value on the market if sold on the last day of the city's fiscal year end; and,

THEREFORE BE IT RESOLVED, the City of Grosse Pointe Park City Council hereby adopts the Investment Policy, Investment Procedure, and Investment Acknowledgement form as attached and as part of this resolution, in accordance with Public Act 20 of 1943, as amended with an effective date of August 14, 2023; and

AND NOW THEREFORE BE IT RESOLVED, the City of Grosse Pointe Park City Council hereby adopts and authorizes the City Treasurer and City Manager with the designated responsibility of carrying out cash management duties related to the investment of the city's surplus funds in accordance with the adopted policy and procedure, with regular quarterly investment updates provided to the Council.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 14, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Nick Sizeland, City Manager
City of Grosse Pointe Park

**CITY OF GROSSE POINTE PARK
CASH MANAGEMENT POLICY
INVESTMENT OF SURPLUS FUNDS**

SOP-CM-2023-08-14-00

Topic: Investment of Surplus Funds of a Political Subdivision
Type: Standard Operating Policy
Effective Date: 8/14/2023
Revision Date: N/A
Expiration Date: N/A – Until Retracted
Prepared By: Ginger Moriarty, City Treasurer

Purpose:

It is the policy of the City of Grosse Pointe Park to invest its funds in a manner which will provide the highest investment returns while utilizing allowable investments as outlined within Public Act 20 as amended, with the maximum security while meeting the daily cash flow needs of the City and comply with all State statutes governing the investment of public funds.

Scope:

This investment policy applies to all financial assets of the City. These assets are accounted for in the various funds of the City and include the general fund, special revenue funds, debt service funds, enterprise funds, internal service funds, trust and agency funds and any new fund established by the City.

Objectives:

The primary objectives, in priority order, of the City’s investment activities shall be:

Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of the capital in the overall portfolio.

Diversification – The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investment – The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

**CITY OF GROSSE POINTE PARK
CASH MANAGEMENT POLICY
INVESTMENT OF SURPLUS FUNDS**

SOP-CM-2023-08-14-00

Delegation of Authority to Make Investments:

Authority to manage the investment program is derived from the following:

The City Council's most current resolution designating the city's depositories 2023-08-14-295 and MCL 64.9 requiring the City Treasurer to be the custodian of the City's funds.

Management responsibility for the investment program is hereby delegated with the adoption of Resolution 2023-08-14-260 to adopt the Investment policy, to the City Comptroller (aka. City Treasurer), under the direction of the City of Grosse Pointe Park Council and with the City Manager.

Recommendation may be brought forth by the City Treasurer or City Manager seeking the City Council's approval to enter into an agreement with an investment consultant(s) should it be deemed necessary in order to purchase or obtain certain Public Act 20 investment types.

The Administration shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures will include references to the fund's safekeeping, cash purchases or delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts.

No person may engage in investment transactions except as provided under the terms of this policy and the procedures established by the City of Grosse Pointe Park Council.

The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

List of Authorized Investments:

If mutual funds are authorized, a statement indicating whether the authorization is limited to securities whose intention is to maintain a net asset value of \$1 (one dollar) per share or also includes securities whose net asset value per share may fluctuate on a periodic basis.

The City Treasurer is limited to investments authorized by Act 20 of 1943, as amended, and may invest in the following: (*directly from P.A. 20*):

- a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- (b) Certificates of deposit, savings accounts, or depository receipts of a financial institution, but only if the financial institution complies with subsection (2); certificates of deposit obtained through a financial institution as provided in subsection (5); or deposit accounts of a financial institution as provided in subsection (6).

**CITY OF GROSSE POINTE PARK
CASH MANAGEMENT POLICY
INVESTMENT OF SURPLUS FUNDS**

SOP-CM-2023-08-14-00

- (c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.
- (d) Repurchase agreements consisting of instruments listed in subdivision (a).
- (e) Bankers' acceptances of United States banks.
- (f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.
- (g) Mutual funds registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of any of the following:
 - (i) The purchase of securities on a when issued or delayed delivery basis.
 - (ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.
 - (iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.
- (h) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (i) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118.
- (j) The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

Monitoring and Adjusting Investments:

The City Treasurer and City Manager will routinely monitor the city's investments, city's cash-flow needs, and determine adjustments. The City Treasurer will prepare and submit to the City Council and City Manager a report detailing the fund activity and investment summary at the end of each quarter within the calendar year.

Safekeeping and Custody:

All security transactions, including collateral for repurchase agreements and financial institution deposits entered into by the City Treasurer may be on a cash basis or delivery vs. payment basis as determined by the City Treasurer and approved by the City Manager.

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Securities may be held by a third-party custodian and will be brought forth to be designated by the City Council as recommended by the City Treasurer and the City Manager evidenced by safekeeping receipts, should certain investment type purchases be determined to need a third-party custodian to complete such transactions.

Ethics: Integrity is of the highest order. Members of the City Council, the City Manager, and City Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Members of the City Council, the City Manager and the City Treasurer shall disclose to the public any material financial interests (i.e., stock ownership) in financial institutions that conduct business with the City.

This standard of ethic shall in no way be interpreted to be a prohibition to the acceptance of campaign contributions from officers or employees of institutions accepting deposits from the City.

Prudence: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but of investment, considering the probable safety of their capital as well as the probable income to be derived.

This policy shall remain in effect until amended by the City Council.

This policy is hereby adopted by the City Council of Grosse Pointe Park on August 14, 2023

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SURPLUS INVESTMENTS
STANDARD OPERATING PROCEDURE**

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Topic: Investment of Surplus Funds of a Political Subdivision
Type: Standard Operating Procedure
Effective Date: 8/14/2023
Revision Date: N/A
Expiration Date: N/A – Until Retracted
Prepared By: Ginger Moriarty, City Treasurer

PURPOSE:

It is the policy of the City of Grosse Pointe Park to invest public funds in a manner which will ensure the preservation of principal with maximum security, while meeting the daily cash flow demands of the City, and provide the highest investment return, while conforming to all state statutes and local ordinances governing the investment of public funds. To ensure proper procedure are followed when making investments of the city's surplus funds.

SCOPE:

This standard operating investment procedure applies to the investment of the City of Grosse Pointe Park operating funds. The funds for which the Investment Policy applies are included in the City's Comprehensive Annual Financial Report and include the following:

- General Fund,
- Special Revenue Funds,
- Debt Service Funds,
- Capital Improvement Funds,
- Enterprise Funds,
- Internal or Inter-Governmental Service Funds, as applicable,
- Component Unit Funds,
- All other funds under the control of the City Treasurer for cash management purposes,
- Any new fund created by the governing body, unless specifically exempted by the governing body.

APPLICABILITY:

City of Grosse Pointe Park and the City's Administration: City Council, City Treasurer, City Manager, City Accountant, city approved designated investment consultant by resolution that provides assistance, and any additional staff in the administrative office, as directed by the City Treasurer.

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INTRODUCTION:

The City Treasurer is charged with the responsibility of cash management by City Council Resolution, to account for the various funds of the city include the general fund, special revenue funds, debt service funds, enterprise funds, internal service funds, trust and agency funds and any new fund established by the City. Standardization increases both the safe keeping, efficiency, and timely function for the processing of funds invested in compliance with Public Act 20, as amended.

GENERAL OBJECTIVES:

The funds of the City of Grosse Pointe Park shall be invested in accordance with State of Michigan Public Act 20 of 1943, as amended; and the City's adopted Investment Policy, and its written administrative procedure(s). The primary objectives, in priority order, of the City's investment activities shall be:

Safety:

Safety of principal is the foremost objective of the investment program.

- Investments of the City of Grosse Pointe Park shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- To attain this objective, the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.
- The objective shall be to mitigate various risks.

Liquidity:

The City of Grosse Pointe Park investment portfolio shall remain sufficiently liquid with securities that have an active secondary or resale markets (dynamic liquidity). Money market mutual funds or local government investment pools.

To enable the city to meet all operating requirements that may be reasonably anticipated, this will be accomplished by:

- Structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- Structuring the portfolio to consist largely of securities with active secondary or resale markets, acknowledging that all possible cash demands cannot be anticipated.
- Placing a portion of the portfolio in qualified money market mutual funds or local

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government investment pools which offer same-day liquidity for short-term funds.

Return on Investments (Yield):

The investment portfolio of the City of Grosse Pointe Park shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

The core of investments will be limited to relatively low risk securities in anticipation of earning a fair return relative to the level of risk being assumed.

Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

Credit/Interest Rate Risk:

The risk of loss due to the market value of the securities in the portfolio due to changes in interest rates.

- Securities mature to meet cash flow requirements for ongoing operations.
- Invest primarily in shorter-term securities, money market mutual funds.
- Hold all securities in the name of the City of Grosse Pointe Park.

DELEGATION OF AUTHORITY

Authority to manage the City of Grosse Pointe Park investment program is as approved by the City Council's adopted resolution and as required by the State of Michigan's statute.

Management responsibility for the investment program is hereby granted to the City Treasurer who shall act in accordance with these established written procedures and internal controls for the operation of the investment program consistent with the City of Grosse Pointe Park's City Council adopted Investment Policy and within the confinement of Public Act 20, as amended.

No person may engage in an investment transaction on behalf of the City of Grosse Pointe Park except as provided under the terms of this policy and the procedures established by the City Treasurer and as approved by the City Manager. The Treasurer and City Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, in the absence of the City Treasurer. All Public Act 20

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investment purchases will require a two-party release of the city's funds only with the city's approved depositories and investment consultants.

The City Treasurer, with the assistance of the City Manager will manage the investment program. The City Treasurer and City Manager may delegate responsibility to a city approved Investment Consultant(s) who has first acknowledge the City of Grosse Pointe's Investment Policy, eligible investments in compliance with Public Act 20 as amended, and the city's investment procedures. The city investment consultant(s) will also be required to act in accordance with the City's adopted Investment Policy, its written procedures, and internal controls acknowledging receipt thereof, by signature.

STANDARDS OF CARE:

Prudence – “Prudent person” standard.

The standard of prudence to be used by the investment officer will be the “prudent person” and/or “prudent investor” standard and shall be applied in the context of managing an overall portfolio.

Investment officers acting in accordance with written procedures, within the parameters of the City's adopted Investment Policy, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Acting in accordance with written procedures, Investments shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, liquidity, and probable income to be derived.

Ethics and Conflicts of Interest

All participants in the City's investment process shall seek to act responsibly as custodian of the public trust. The City Treasurer and City Manager shall avoid any transactions that might impair public confidence in the City of Grosse Pointe Park's ability to govern effectively.

The City Council members, the City Manager, and the City Treasurer, along with any employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officials shall disclose to the City Manager and City Attorney any material financial interests in financial institutions that conduct business with the City within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the

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performance of the city's portfolio.

- No personal business activity or conflicts of interest.
- Disclose any material interests in financial institutions with which they conduct business.
- No personal transactions with the same individual who does business with the city.

INVESTMENT PROCEDURES:

The City Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

Cash Review

The City Treasurer or their designee must review the City's cash balances on a regular basis and investment portfolio as needed. Resources to be referenced and reviewed include:

- Cash Summary report,
- Listing of balances, by fund:
 - City's General Checking Account,
 - Approved investment pool balances,
 - Certificates of Deposit Investments,
 - U.S. Treasury/Agency investments, or others.
- Review the listing of investment maturities by date, fund, amount, and security type.
- Debt payment schedule.
- Estimated capital needs and transfers by fund.
- Payroll and payable schedules.

Other cash balance schedules and research resources may include:

- Annual calendar of sizable receipts (collection of taxes, state shared revenue, Public Act 51 funds, etc.) and payments by fund, type, and amount.
- Historical cash fund summary reports.
- Average monthly balances for the year by fund/bank account.
- Current year and proposed budget documents, as needed.
- Sources of current rates of return and economic trends.

Investment Selection

The City Treasurer and City Manager shall determine how much of the cash balance is available for investment. When determining maturity date(s), the City's Treasurer and

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City Manager shall consider safety, liquidity, cash flow, and expected investment yield in relationship to the city's expected cash-flow needs.

A review of the city's financial information (revenues and expenditures) shall be made to determine the appropriate investment duration and whether the investments should be placed prior to projected expenditures.

The investment selection shall be accomplished by reviewing:

- Review the current listing of securities, the investment duration, and maturity dates of each within the city's current portfolio.
- Authorized investment instruments are compliant with Public Act 20 and provide for a more diverse portfolio.
- Authorized security issuers that meet the diversification criteria.

Purchasing an investment

The City Treasurer and City Manager will establish with whom the City of Grosse Pointe Park is going to transact the investment. This shall be accomplished by reviewing the current authorized depositories and qualified financial institutions as approved by the City Council.

Investments will be made only with City Council approved depositories of the City of Grosse Pointe Park and within the constraints of the State Statutes. Based upon the economic conditions of the time, the City Treasurer and City Manager, as a matter of practice, may determine the need to employ more restrictive diversification requirements than the norm.

Before concluding any investment transaction, the City Treasurer and City Manager shall validate the following:

- The security selected for purchase meets all criteria under the City of Grosse Pointe Park's Investment Policy in accordance with Public Act 20 as amended:
- The consideration of portfolio diversification, collateralization (if appropriate), and maturity.
- If the security has any imbedded options such as call provisions or coupon adjustments,

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- Yield calculations should be verified.
- Total purchase cost (including accrued interest) does not exceed funds available for investment.
- The City Manager and Treasurer will inform the successful provider that their offering has been selected for purchase and confirm the particulars of the security purchased:
 - a. Security type,
 - b. Identification number,
 - c. Maturity date,
 - d. Price,
 - e. Interest rate/yield,
 - f. Cost,
 - g. Principal/par value.

After consummation of the transaction, and prior to settlement, the City Treasurer and City Manager along with the securities provider should exchange and review the following, to ensure prompt and uninterrupted settlement.

1. Name of third-party safekeeping agent, if applicable
2. ABA number for safekeeping agent,
3. Safekeeping account number(s),
4. Reconfirm amount of transaction,
5. Reconfirm settlement date,
6. Acquire CUSIP/CD number of security/deposit.

Delivery vs. Payment (DVP)

To ensure that the city's monies are received, deposited, or invested in an authorized financial institution listed on the City's approved financial depository resolution, prior to the release of funds.

AUTHORIZED FINANCIAL CONSULTANTS, DEALERS, AND INSTITUTIONS

The City Treasurer shall maintain the listing of financial institutions and its depositories as authorized by City Council to provide investment services. In addition, a list will also be maintained for approved security broker/dealers selected by creditworthiness that are authorized to provide investment services in the State of Michigan.

Should the City Manager and/or City Treasurer deem it necessary to secure the services of a financial consultant or broker/dealer, approval from the City Council will be sought to advertise

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a Request for Proposal (RFP) of services.

These services may include “primary” dealers or regional dealers that qualify under the Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No qualified public deposit shall be made except in a qualified public depository as established by the State of Michigan law. At minimum, an annual review of the financial condition and registration of qualified bidders will be conducted by the City Treasurer and City Manager.

Current audited financial statement will be required to be on file for each of the financial institution and broker/dealer in which the City invests.

A minimum of three (3) investment consultants or brokers/dealers may be selected for competitive quotes for all U.S. Treasury, Certificates of Deposits, and/or Commercial Paper investments.

The following must be determined prior to contacting the providers:

1. Type of security(s).
2. Targeted maturity or maturity range.
3. Amount – either par value or total dollars to be invested.
4. Settlement – rollover or cash, same day, or a date certain.

SUITABLE AND AUTHORIZED INVESTMENTS:

The City is empowered by State statute (Michigan Public Act 20 of 1943 as amended) to invest surplus funds in the following types of securities.

Investment Types

- Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- Certificates of deposits, savings accounts, deposit accounts, or depository receipts of a bank or a savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration; but only if the bank, savings and loan association, or credit union is eligible to be a depository of surplus funds belonging to the State under statute.
- Commercial paper rated at the time of purchase within the top two (2) highest classifications established by not less than two (2) standard rating services and which matures not more than 270 days after the date of purchase.
- United States government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with

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whom the City has negotiated a Master Repurchase Agreement or with the City's primary financial institutions.

- Repurchase Agreements must be signed with the bank or dealer and must contain certain provisions like those outlined in the Public Security Association's model Master Repurchase Agreement.
- The underlying securities that make up the repurchase agreement collateral must have a market value of at least 102% of the amount of the initial purchase.
- Banker's acceptances of United States banks.
- Mutual Funds composed of investment vehicles which are legal in the State of Michigan for direct investment by local units of government. For further clarification this authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
- Obligations of the State of Michigan or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
- Investments described in 8.1 through 8.7 above, if purchased through an inter local agreement under the Urban Cooperative Act of 1967, (EX SESS) PA 7, MCL 124.501 to 124.512.
- Investment Pools organized under the surplus fund's investment pool act 1982 P.A. 367, MCL 129.111 to 129.118 and the local government investment pool act 1985 P.A. 121, MCL 129.141 to 129.150. A due diligence standard must apply prior to investing in all bank sponsored or money market investment pools.
- CDARs: certificates of deposit and/or cash sweep through the Certificate of Deposit Account Registry Services (CDARs).
 1. Collateralization – May be required on non-negotiable certificates of deposit if the City Treasurer believed collateralization is necessary to protect principal invested.
 2. Repurchase agreements – Shall be consistent with GFOA Recommended Practices on Repurchase Agreements.

Investment Parameters

Diversification: Investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasuries).

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- Limiting investment is securities that have higher credit risk.
- Investing in securities with varying maturities.
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

Maximum Maturities: To the extent possible, the City shall attempt to match investments with anticipated cash flow requirements:

- Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than one (1) year from the date of the purchase.
- Reserve funds or other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds.

REPORTING:

The City Treasurer will prepare an investment report on a quarterly calendar basis providing the City Council a current list of the investments within the portfolio. The City Treasurer's or their designee will continually update and maintain a list of the city's investment assets. The quarterly report will provide:

- Listing of the individual securities,
- Date the security was purchased,
- Listing of investment by maturity date,
- The name of the depository holding the security,
- Percentage of the total portfolio which each type of investment represented under Public Act 20,
- Actual realized gains/losses on investments for the last quarter,
- An appropriate benchmark as determined by the City Treasurer and City Manager based on the current overall duration of the portfolio for the quarter,
- Realized and unrealized gains or losses for securities over a one-year duration not intended to be held to maturity,

Performance Standards – Portfolio will be managed in accordance with the parameters in the City of Grosse Pointe Park's adopted investment policy.

Marking to Market – Market value of the portfolio shall be calculated annually and reported within the City's Annual Financial Report.

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POLICY CONSIDERATIONS

Exemptions

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Amendments

The policy shall be reviewed and amended as needed, with changes to the City's Investment Policy and with any amendments to Public Act 20, as amended going forward.

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKER'S ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance of risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS): A registered service mark of Promontory Inter-financial Network, LLC. The CDARS involves the placement of funds with a member institution that in turn places funds in the form of a Certificate of Deposit (CD), with other member institution(s), in the amount not to exceed the maximum FDIC insured amount of \$250,000.00. One rate of interest is earned on the entire investment. The initial member institution provides one regular account statement listing all the CD's, along with their issuing banks, maturity dates, interest earned, and other details.

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COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

ANNUAL FINANCIAL REPORT: The official annual report for the governmental entity. It includes the fund and governmental statements for each individual fund and account group prepared in conformity with GAAP. It includes supporting schedules necessary to demonstrate compliance with finance related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with the exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from the movement of one or more underlying index or security, and may include a leveraging factor, or
(1) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business

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firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed Funds are traded. The Federal Reserve through open-market operations currently pegs this rate.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB's is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Mae.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash

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without substantial loss of value. In the money market, a security is said to be liquid if the spread between the bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase – reverse repurchase agreements that establishes each party’s rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and BID.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve’s most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) – registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state – the so-called legal list. In other states the trustee may invest in a security if it is one that would be bought by a prudent person of discretion and

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intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond, the current income return.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him/her for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING: A service to customer rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one-year increments.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than ten years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued

**CITY OF GROSSE POINTE PARK
CASH MANAGEMENT
SURPLUS INVESTMENTS
STANDARD OPERATING PROCEDURE**

PR-CM-2023-08-14-00

as direct obligations of the U.S. Government and having initial maturities from two to ten years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Glossary Source: APT US&C

**CITY OF GROSSE POINTE PARK
15115 EAST JEFFERSON AVE
GROSSE POINTE PARK, MI 48230-1312
CASH MANAGEMENT
PUBLIC ACT 20 & CITY POLICY ACKNOWLEDGMENT FORM**



**ACKNOWLEDGEMENT OF RECEIPT OF THE INVESTMENT POLICY
OF THE CITY OF GROSSE POINTE PARK
AND AGREEMENT TO COMPLY**

I have fully read and fully understand Act 20 of PA 1943, as amended, and the Investment Policy of the City of Grosse Pointe Park.

Any investment advice or recommendation on investments given by

_____, representing _____,
to the City of Grosse Pointe Park shall comply with the requirements of Act 20 PA 1943, as amended and the Investment Policy of the City of Grosse Pointe Park.

Any existing investment not conforming to State statute or the City's Investment Policy shall be disclosed promptly to the Grosse Pointe Park City Treasurer and/or City Manager.

By: _____

Title: _____

Date: _____

INVESTMENT OF SURPLUS FUNDS OF POLITICAL SUBDIVISIONS (EXCERPT)
Act 20 of 1943

129.91 Investment of funds of public corporation; eligible depository; secured deposits; funds limitation on acceptable assets; pooling or coordinating funds; written agreements; investment in certificate of deposit; conditions; "financial institution" defined; additional definitions.

Sec. 1. (1) Except as provided in section 5, the governing body by resolution may authorize its investment officer to invest the funds of that public corporation in 1 or more of the following:

(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.

(b) Certificates of deposit, savings accounts, or depository receipts of a financial institution, but only if the financial institution complies with subsection (2); certificates of deposit obtained through a financial institution as provided in subsection (5); or deposit accounts of a financial institution as provided in subsection (6).

(c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.

(d) Repurchase agreements consisting of instruments listed in subdivision (a).

(e) Bankers' acceptances of United States banks.

(f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.

(g) Mutual funds registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of any of the following:

(i) The purchase of securities on a when-issued or delayed delivery basis.

(ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.

(iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.

(h) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

(i) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118.

(j) The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

(2) Except as provided in subsection (5), a public corporation that invests its funds under subsection (1) shall not deposit or invest the funds in a financial institution that is not eligible to be a depository of funds belonging to this state under a law or rule of this state or the United States.

(3) Assets acceptable for pledging to secure deposits of public funds are limited to assets authorized for direct investment under subsection (1).

(4) The governing body by resolution may authorize its investment officer to enter into written agreements with other public corporations to pool or coordinate the funds to be invested under this section with the funds of other public corporations. Agreements allowed under this subsection shall include all of the following:

(a) The types of investments permitted to be purchased with pooled funds.

(b) The rights of members of the pool to withdraw funds from the pooled investments without penalty.

(c) The duration of the agreement and the requirement that the agreement shall not commence until at least 60 days after the public corporations entering the agreement give written notice to an existing local government investment pool which is organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150, in those counties where such a pool is operating and accepting deposits on or before September 29, 2006.

(d) The method by which the pool will be administered.

(e) The manner by which the public corporations will respond to liabilities incurred in conjunction with the administration of the pool.

(f) The manner in which strict accountability for all funds will be provided for, including an annual statement of all receipts and disbursements.

(g) The manner by which the public corporations will adhere to the requirements of section 5.

(5) In addition to the investments authorized under subsection (1), the governing body by resolution may

authorize its investment officer to invest the funds of the public corporation in certificates of deposit 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 this state 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 the public corporation.

(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 the public corporation with respect to each certificate of deposit.

(e) At the same time that the funds of the public corporation 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 public corporation through the financial institution.

(6) In addition to the investments authorized under subsection (1), the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in 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 this state 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 the public corporation.

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

(d) The financial institution acts as custodian for the public corporation with respect to each deposit account.

(e) On the same date that the funds of the public corporation are deposited under subdivision (b), 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 the public corporation in the financial institution.

(7) A public corporation that initially invests its funds through a financial institution that maintains an office located in this state may invest the funds in certificates of deposit as provided under subsection (5).

(8) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and that maintains a principal office or branch office located in this state under the laws of this state or the United States.

(9) As used in this act:

(a) "Governing body" means the legislative body, council, commission, board, or other body having legislative powers of a public corporation.

(b) "Funds" means the money of a public corporation, the investment of which is not otherwise subject to a public act of this state or bond authorizing ordinance or resolution of a public corporation that permits investment in fewer than all of the investment options listed in subsection (1) or imposes 1 or more conditions upon an investment in an option listed in subsection (1).

(c) "Investment officer" means the treasurer or other person designated by statute or charter of a public corporation to act as the investment officer. In the absence of a statutory or charter designation, the governing body of a public corporation shall designate the investment officer.

(d) "Public corporation" means a county, city, village, township, port district, drainage district, special assessment district, or metropolitan district of this state, or a board, commission, or another authority or agency created by or under an act of the legislature of this state.

History: 1943, Act 20, Imd. Eff. Mar. 13, 1943;—CL 1948, 129.91;—Am. 1964, Act 126, Eff. Aug. 28, 1964;—Am. 1977, Act 66, Imd. Eff. July 20, 1977;—Am. 1978, Act 500, Imd. Eff. Dec. 11, 1978;—Am. 1979, Act 79, Imd. Eff. Aug. 1, 1979;—Am. 1982, Act 217, Imd. Eff. July 8, 1982;—Am. 1988, Act 239, Imd. Eff. July 11, 1988;—Am. 1997, Act 44, Imd. Eff. June 30, 1997;—Am. 1997, Act 196, Imd. Eff. Dec. 30, 1997;—Am. 2006, Act 400, Imd. Eff. Sept. 29, 2006;—Am. 2008, Act 308, Imd. Eff. Dec. 18, 2008;—Am. 2009, Act 21, Imd. Eff. May 5, 2009;—Am. 2012, Act 152, Imd. Eff. May 30, 2012.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Michigan Class a Local Government Investment Pool - Public Act 20

SUMMARY: Who is eligible to join Michigan CLASS?

Participation in the Michigan CLASS is available to any county, city, village, township, school district, authority, the state of Michigan, or any other political subdivision organized under the laws of the state of Michigan. To join, such public agencies need only to execute the necessary authorizing resolution joining the Participation Agreement and provide a certified copy of such resolution to the Administrator. The Administrator will then notify the Custodian and the other participants in writing and commence the procedures necessary for the new participant to begin using the program. Pursuant to applicable state law, Public Trust Advisors, LLC will review each entity's investment policy and return the appropriate acknowledgment.

To join Michigan CLASS, the City will need to complete the following:

1. Submit your investment policy to the Program Administrator for review (Resolution 2023-08-14-260).
2. Adopt the Michigan CLASS Participation Agreement by passing a board resolution authorizing participation in Michigan CLASS (2023-08-14-314).
3. Complete the [Trust Registration Form](#) (sample form attached).
4. Submit the above documents via fax to (855) 381-0496 or email to clientservices@michiganclass.org.

What is Michigan CLASS?

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 Michigan state laws governing investment options for local agencies.
- Michigan CLASS is established pursuant to a Participation Agreement (the Agreement) and is governed by a 13 members [Board of Trustees](#) elected by the program participants (the Participants).

Section 28 of Article 7 of the Michigan Constitution of 1963 provides, among other things,

that the legislature may authorize two or more local governmental entities to enter into contractual agreements to provide for the joint administration of functions which each entity would have the power to perform independently and to share in the related costs and responsibilities with each other. In accordance with this constitutional provision and certain statutory provisions incorporated in the Urban Cooperation Act of 1967 of the State of Michigan, the Agreement constitutes an interlocal trust agreement creating a legal entity established for the purpose of facilitating the joint investment of public sector surplus funds.

- This type of program is included in Public Act 20 as amended in 1997, under Section 1 (1) h.
- The program's Investment Advisor is Public Trust Advisors, LLC, and the program's Custodian is Fifth Third Bank.

FINANCIAL IMPACT: Investment Income

RECOMMENDATION: Approve Resolution to join the Public Act 20 compliant Michigan CLASS Investment Pool

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

**State of Michigan
County of Wayne
City of Grosse Pointe Park**

Resolution to adopt resolution 2023-08-14-312 to join Michigan CLASS Investment Pool

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was adopted.

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, certain public agencies, such as this public agency ("Public Agency" or collectively "Public Agencies"), desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto (the "Participation Agreement") for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and,

WHEREAS, this Public Agency is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and,

WHEREAS, Act 20 of 1943, Section 129.91, as amended (Public Act 20), authorizes Public Agencies to invest surplus funds in certain permissible investments; and Section 1 (1h) of Public Act 20 permits public agencies to cooperatively invest public monies through an interlocal agreement, such as Michigan CLASS, under the Urban Cooperation Act of 1967.

WHEREAS, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public Agency's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

1. This Governing Body adopts the Participation Agreement substantially in the form attached hereto, which is incorporated in this 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. This 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 this 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 the Participation Agreement upon which they may respectively rely.
4. The Governing Body hereby authorizes the authorized officer (the “Authorized Officer”) to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public Agency into the Participation Agreement and the adoption thereof by this Public Agency.
5. This Governing Body 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 resolutions in conflict with this Resolution shall be and hereby are amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 14, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.

COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 14th day of August 2023.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20 __.

Nick Sizeland, City Manager
City of Grosse Pointe Park

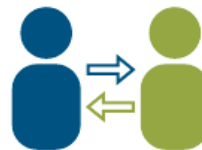
Built for Your Daily Liquidity Needs

Michigan CLASS is a stable \$1.00 NAV local government investment pool offering daily liquidity that is best suited for your everyday funds. Use Michigan CLASS to earn a competitive rate of return while maintaining liquidity and preserving capital. With Michigan CLASS, you'll enjoy these features:



Unlimited Transactions, No Fees

No limit on transactions and no transaction fees*



Participant-to-Participant Transfers

Initiate transfers to other taxing entities with a Michigan CLASS account



Unlimited Subaccounts

Establish as many dedicated subaccounts as you need



Future Dated Transactions

Enter [future-dated transactions](#) to ensure timely release of funds



Convenient Online Access

Securely access your account from anywhere, 24/7



Use Michigan CLASS During Tax Time

Conveniently set up tax subaccounts for tax season

Michigan CLASS Portfolio Characteristics

Portfolio Type	Prime-style Everyday fund for liquid investments
Rating	'AAAm' Rated by S&P Global Ratings
Liquidity	Daily Same-day liquidity available (3:00 p.m. ET cut-off)
NAV Type	Stable NAV Traditional stable \$1.00 NAV
WAM	≤ 60 days Weighted average maturity of 60 days or less
Dividend Rate	Reinvest Daily Dividends apply and are reinvested daily
Minimum Investment	None Enjoy no investment minimum or maximum
Accounts	Unlimited Create as many Michigan CLASS subaccounts as your entity needs
Reporting	Accessible in Portal Conveniently access your monthly statement, transaction confirmations, and on-demand reports

Michigan CLASS Portfolio as of August 7, 2023

Daily Yield (%)	5.4255
YTD Yield (%)	4.9890
7-Day Yield (%)	5.4150
30-Day Yield (%)	5.3116
Weighted Average Maturity (To Reset)	45
Weighted Average Maturity (To Final)	71
Daily Dividend	0.000148644
Net Asset Value (NAV)	0.99987951

POOL PROFILE
Michigan Cooperative Liquid Assets Securities System
(MI CLASS)

March 28, 2023

Principal Stability Fund
Ratings Definitions

AAAm A fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings

AAM A fund rated 'AAM' demonstrates very strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. It differs from the highest-rated funds only to a small degree.

Am A fund rated 'Am' demonstrates strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk, but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than funds in higher-rated categories

BBBm A fund rated 'BBBm' demonstrates adequate capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. However, adverse economic conditions or changing circumstances are more likely to lead to a reduced capacity to maintain principal stability.

BBm A fund rated 'BBm' demonstrates speculative characteristics and uncertain capacity to maintain principal stability. It is vulnerable to principal losses due to credit risk. While such funds will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposures to adverse conditions.

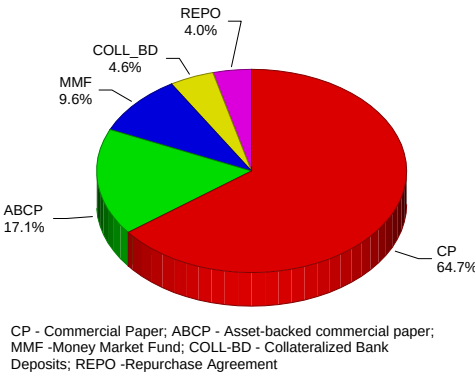
Dm A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

Plus (+) or Minus (-)
The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

About the Pool

Pool Rating	AAAm
Pool Type	Stable NAV Government Investment Pool
Investment Adviser	Public Trust Advisors, LLC
Portfolio Manager	Randy Palomba, CFA & Neil Waud, CFA
Pool Rated Since	March 2009
Custodian	Fifth Third Bank
Distributor	Public Trust Advisors, LLC (Public Trust)

Portfolio Composition as of March 28, 2023



Rationale
Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is rated 'AAAm' by S&P Global. The rating signifies our forward-looking opinion about a fixed-income fund's ability to maintain principal value (i.e., stable net asset value, or 'NAV'). This is accomplished through conservative investment practices and strict internal controls. S&P Global monitors the portfolio on a weekly basis.

Overview
Michigan CLASS seeks to provide safety, liquidity, convenience, and competitive rates of return. The program is designed to meet the needs of Michigan public sector investors. It purchases securities that are legally permissible under state statutes and are available for investment by Michigan counties, cities, townships, school districts, authorities, and other public agencies. Michigan CLASS is a full-service cash management and investment program designed specifically to make the function of managing public funds safe and simple while providing competitive returns. Michigan CLASS has been in operation since 1991.

Management
Public Trust Advisors, LLC serves as the pool's administrator and investment adviser. The marketing and operation functions of the portfolio are also performed by Public Trust Advisors, LLC. The pool is subject to the general supervision of the Board of Trustees which is duly elected by the Michigan CLASS Participants. Fifth Third Bank serves as custodian for the pool.

Portfolio Assets
The pool invests in U.S. Treasury obligations, federal agency obligations of the U.S. government, high-grade commercial paper (rated 'A-1' or better), collateralized bank deposits, repurchase agreements (collateralized at 102% by Treasuries and agencies), and approved money-market funds. The credit quality of the pool is excellent, with greater than 50% of the portfolio invested in securities rated 'A-1+' and the remainder in 'A-1' rated securities. The portfolio's weighted average maturity to reset (WAM(R)) is kept under 60 days, which further helps to enhance liquidity and limits market price exposure. Portfolio securities are priced to market on a daily basis.

S&P Global Ratings Analyst: Marissa Zuccaro - (303) 721-4762 www.spratings.com
Participants should consider the investment objectives, risks and charges and expenses of the pool before investing. The investment guidelines which can be obtained from your broker-dealer, contain this and other information about the pool and should be read carefully before investing.

Principal Stability Rating Approach and Criteria

A S&P Global Ratings principal stability fund rating, also known as a "money market fund rating", is a forward-looking opinion about a fixed income fund's capacity to maintain stable principal (net asset value). When assigning a principal stability rating to a fund, S&P Global Ratings analysis focuses primarily on the creditworthiness of the fund's investments and counterparties, and also its investments' maturity structure and management's ability and policies to maintain the fund's stable net asset value. Principal stability fund ratings are assigned to funds that seek to maintain a stable or an accumulating net asset value.

Generally, when faced with an unanticipated level of redemption requests during periods of high market stress, the manager of any fund may suspend redemptions for up to five business days or meet redemption requests with payments in-kind in lieu of cash. A temporary suspension of redemptions or meeting redemption requests with distributions in-kind does not constitute a failure to maintain stable net asset values. However, higher rated funds are expected to have stronger capacities to pay investor redemptions in cash during times of high market stress because they generally comprise shorter maturity and higher quality investments.

Principal stability fund ratings, or money market fund ratings, are identified by the 'm' suffix (e.g., 'AAAm') to distinguish the principal stability rating from a S&P Global Ratings traditional issue or issuer credit rating. A traditional issue or issuer credit rating reflects S&P Global Ratings view of a borrower's ability to meet its financial obligations. Principal stability fund ratings are not commentaries on yield levels.

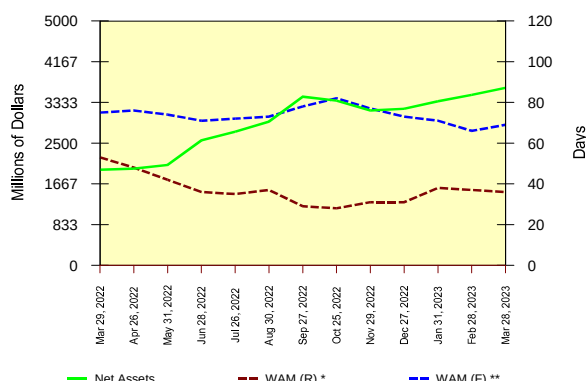
Michigan Cooperative Liquid Assets Securities System (MI CLASS)

AAAm

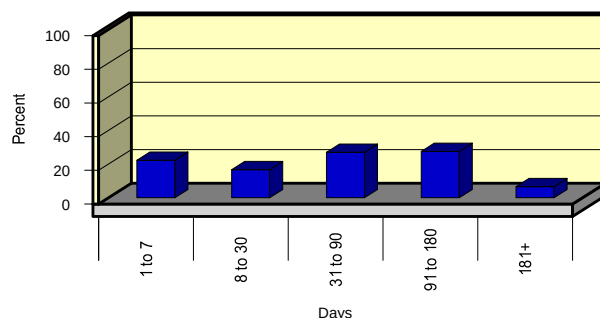
Data Bank as of March 28, 2023

Net Asset Value per Share.....	\$0.99987	Net Assets (millions).....	\$3,630.98	Inception Date.....	October 1991
WAM (R) *	36 days	WAM (F) **.....	69 days	7 Day Yield.....	4.90%
* Weighted Average Maturity (Reset)		** Weighted Average Maturity (Final)			

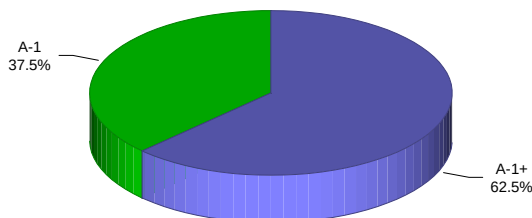
Net Assets, WAM (R) and WAM (F)



Portfolio Maturity Distribution as of March 28, 2023

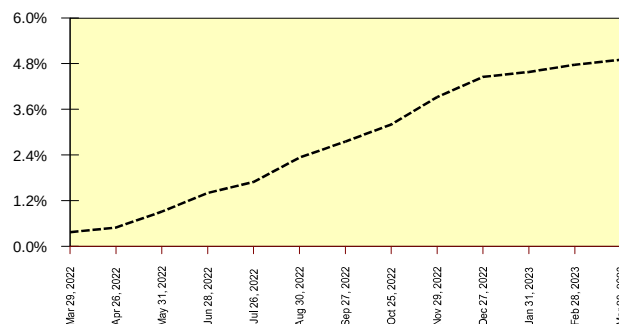


Portfolio Credit Quality as of March 28, 2023 *



*As assessed by S&P Global Ratings

Portfolio 7 Day Net-Yield



The yield quoted represents past performance. Past performance does not guarantee future results. Current yield may be lower or higher than the yield quoted.

Pool portfolios are monitored weekly for developments that could cause changes in the ratings. Rating decisions are based on periodic meetings with senior pool executives and public information.

S&P Global Ratings is neither associated nor affiliated with the fund.

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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 November 1, 2021 (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 meaning ascribed to them in the Participation Agreement.

2.0 SCOPE AND OBJECTIVE:

It is the obligation of Michigan CLASS to cause funds of its participants to be invested in a manner which complies with the Investment criteria contained in the Participation Agreement. 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 an effort to minimize risk and exposure. Concentration of investments will depend on market conditions, availability in terms of desired maturities, collateral, creditworthiness, and market yields among other things.

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 S&P Global 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.
 - d. The financial institution acts as custodian for Michigan CLASS with respect to each deposit account.
 - e. On the same date that the funds of Michigan CLASS are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of 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: June 18, 2021

SCHEDULE 1
ELIGIBLE COLLATERAL

1. 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.
3. 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 S&P Global Ratings Service, P-1 by Moody's Investors Service, or F1 by Fitch, Inc. be accepted as eligible collateral.



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 November 1, 2021)

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 that such agencies share in common and that 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 the 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 is defined as 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 is the Automated Clearing House.

Act refers to 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.

Additional Fund shall have the meaning ascribed to it in Section 3 hereof.

Affiliate refers 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.

Authorized Officer is the person authorized by a Participant in an Authorizing Resolution authorized to act on behalf of the Participant.

Authorizing Resolution is a resolution of a Public Agency authorizing the Public Agency to become a Participant, samples of which are attached hereto as Exhibit D-1 and D-2 (the Sample Authorizing Resolution).

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

Board refers to the Board of Trustees created by Article IV.

Business Day is 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 are the procedures for making contributions to the Investment Property set forth in Exhibit A.

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

Custodian Agreement is the agreement entered into by and between the Investment Advisor and Custodian.

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

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

Investment Advisor Agreement is the agreement entered into between the Investment Advisor and the Board.

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

Investment Authority Acts refer to 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 that authorizes the investment of Surplus Funds.

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

Investment Funds are 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 refers to any and all property - real, personal, or otherwise tangible or intangible - that 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 is defined as 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.

Michigan CLASS is 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 is a Public Agency that has entered into a Participation Agreement.

Participant in Good Standing is a Participant with greater than a Zero Balance.

Participation Agreement means this Participation Agreement dated as of October 1, 1991 by and among the Participants, as amended from time-to-time.

Permitted Investments are 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 that are secured by the transfer of title and custody of obligations to which the repurchase agreements relate that 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 that the Board may authorize upon recommendation of the Investment Advisor.

Person refers to any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, company, corporation, unincorporated organization, group government, or any political subdivision, department, or agency of the government.

Person in Good Standing is 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.

Public Agency refers to 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 that 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 is 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 refers to money that 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 refers to any member of the Board of Trustees created pursuant to Article IV.

Valuation Procedures are the procedures for determining the value of the Investment Property set forth in Exhibit C.

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

2.2. **Name:** The name of the entity created by this Participation Agreement shall be Michigan Cooperative Liquid Asset Securities System (Michigan CLASS), and the Board shall conduct the entity's activities, execute all documents, and sue and/or 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 **Participation Requirements, Changes of Incumbency:**

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

ARTICLE III

PARTICIPANTS

3.1. Method of Participation: Any Public Agency that wishes to become a party to this Participation Agreement 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. Exercise of Participants' Rights: 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. Election of the Board of Trustees: The Participants in Good Standing shall elect the members of the Board.

3.4. Voting:

(a) Subject to subsection (b) below, each Participant in Good Standing, 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 who 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. Proxies: 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 electronic 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 that 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 that, 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 the 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, that declaration shall occur on the first day of 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. Termination of Participation:

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

4.2. General Powers: The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were 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 that 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. Investment and Management; The Investment Program: 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 ten 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. Title to Investments; Rights as Holders of Investment Property: 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. Power to Contract, Appoint, Retain and Employ: 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. Insurance: 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 insuring Michigan CLASS, officers, employees, and agents of Michigan CLASS individually against all claims and liabilities of every nature arising by reason of holding or 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. Borrowing and Indebtedness: 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 that 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 that, 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 Information Statement: The Board shall have full and complete power to prepare, publish, and distribute an Information Statement regarding Michigan CLASS and/or any of the Funds created hereunder and to amend or supplement the same from time to time.

4.11. Contracting with Affiliates: To the extent permitted by law, the Board may enter into transactions with any Affiliate of any of the Trustees or any Affiliate of the Investment Advisor 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. Further Powers: The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as 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 Qualification:**

- (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. **Term of Office:** The term of office for a Trustee elected prior to 2022 shall be three years, and in accordance with the Election Policy approved by the Board and set forth in Exhibit G attached hereto, the term of office for all Trustees elected in 2022 and thereafter shall transition to four year terms, or until a successor has been appointed and qualified. Terms of office for all Trustees 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 three Trustees shall expire in any year.

5.3. **Election of Trustees:**

- (a) Participants in Good Standing 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) Elections procedures shall be further set forth by the Election Policy approved by the Board and attached hereto as Exhibit G.
- (c) 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. Resignation of Trustees: Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee 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. Vacancies: The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence, or other incapacity to perform the duties of the office, or removal by a majority of the Participants pursuant to Section 5.5 hereof, 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. Bylaws: The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, and in such Bylaws, may among other things, define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the

rules of calling of meetings and determination of regular and special meetings.

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

ARTICLE VI
INVESTMENT ADVISOR

6.1. Appointment:

(a) The Board shall appoint an Investment Advisor for the purpose of fulfilling the responsibilities provided the Investment Advisor under this Participation Agreement, and each Participant hereby delegates to the Board the authority to enter into an agreement with the Investment Advisor for a period not to exceed ten 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. Duties and Obligations of the Investment Advisor:

(a) The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the Board from time-to-time. The Board may authorize the Investment Advisor to effect purchases, sales, or exchanges of Investment Property on behalf of the Board or may authorize any officer, employee, agent, or member of the Board to 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 that meet the investment parameters contained herein and in implementing the sale or purchase of securities are taken on behalf of the Board.

6.3. 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. Notwithstanding 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 fully comply with the Investment Authority Acts (the "Additional Funds" and, together with the Prime Fund, the "Funds"). The Investment Advisor may cause the Custodian to establish each such Additional Fund once the Board or its designee has approved in writing the investment characteristics of such Additional Fund, which characteristics may include, without limitation, restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria or additional fees for administering such Additional Fund. If established, any such Additional Fund shall consist only of Permitted Investments, and the investment characteristics of each such Additional 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 Additional Fund and the incorporation of the associated investment policy as an Exhibit hereto 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.

6.4 Special Subaccounts: 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 subaccounts 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 subaccounts within any Fund. Any special subaccount 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 subaccount are amended by the specific Participant having such subaccount. To amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such 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 subaccount is created for an Additional Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Additional Fund and in no case shall it be broader than the Investment Policy contained in Exhibit F-1 hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of the Participation Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

6.5 Successor: In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board may appoint, employ, or contract with a successor.

6.6 Third Party Beneficiary: 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 depository 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 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 that 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, Restated with Amendments through November 1, 2021, 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;

(iii) with respect to enforcing rights in connection with the Investment Property, the Custodian shall have the power to act upon instruction of the Investment Advisor in order to prevent the loss or default upon Investment Property, including without limitation, the power to: (a) collect, sue for, receive, and 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 that 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. Custodian Relationship; Records:

(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 that 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. Subrogation: 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. Insurance: The Custodian will maintain insurance coverage of the types and amounts reasonably appropriate based on the Investment Property Value of Michigan CLASS, as agreed to by

the Board, in accordance with the provisions set forth in Exhibit H.

7.8. Setoff: The Custodian shall have only the rights to setoff, recoupment, or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Participation Agreement as expressly set forth in the Custodian Agreement. Any amendments or revisions to the provisions in the Custodian Agreement regarding setoff, recoupment or similar rights against the Investment Property shall be approved by the Board prior to such amendments or revisions taking effect.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

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

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

(b) the adoption and performance of the Participation Agreement does not violate the Participant's charter or organizational documents or any applicable general law or other local ordinance, rule or regulation; 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 Participant, 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 (i) conflict with or result in the breach or termination of, or (ii) otherwise give any other person the right to terminate, or (iii) constitute a default, event of default, or an event with notice or lapse of time, or both would constitute a default or an event of default under the terms of, any contract or permit to which the Participant is a party or by which the Participant or its properties are bound.

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

(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. Source of Contributions: Each Participant hereby covenants that it will deliver pursuant to Section 3.6 only Investment Funds that constitute Surplus Funds and are permitted to be invested pursuant to the laws of the State and any ordinance or local 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. Truth of Representations and Warranties: 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. Compliance With Law: The parties agree that this Participation Agreement is intended to comply fully with all provisions of the Act.

ARTICLE X
AMENDMENT AND TERMINATION

10.1. Amendment.

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

- (i) a two-thirds (2/3) majority approving vote of the appointed Trustees;
- (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 those Trustees present at the meeting of the Board at which the amendment is being finally considered, 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 that 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) that 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(d) shall not be made effective until 30 days after each Participant has received notice of the amendment.

10.2. Termination:

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

(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 12 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 that 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. Liability of Trustees and Others: 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:

(a) The Board shall indemnify to the extent permitted by law each of the Trustees, 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. Liability Insurance: 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. Governing Law: This Participation Agreement is executed by the Participants and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the State.

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

12.3. Severability: The provisions of this Participation Agreement are severable, and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Participation Agreement and this Participation Agreement may be amended pursuant to Section 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. No Assignment: No party hereto may sell, assign, pledge, or otherwise transfer any of its rights, benefits, or interests under this Participation Agreement to any other Person and any purported sale, assignment, pledge, or other transfer shall be null and void.

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

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

(a) shall be in writing addressed to the Authorized Officer if notice is to be given to a Participant; 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. Entire Agreement: This Participation Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

12.9. Confidentiality:

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

(b) In the event that online 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. Disputes: 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 ten days before commencing legal action.

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

EXHIBIT A

CONTRIBUTION PROCEDURES

- 1) 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 or process through ACH Investment Funds to the corresponding Account at the Custodian.
- 2) 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 or process through ACH Investment Funds before the cut-off 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.

EXHIBIT B**WITHDRAWAL PROCEDURES**

The following payment procedures below apply to the Michigan CLASS Prime Fund. In the event the Board elects to introduce a Fund or subaccount pursuant to this Agreement which does not provide for same-day liquidity, such disclosures will be provided to Participants within the separate Information Statement.

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

EXHIBIT C

VALUATION PROCEDURES

Valuation of 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 that 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 that 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 shall 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-1

SAMPLE AUTHORIZING RESOLUTION – PUBLIC AGENCY

WHEREAS, certain public agencies, such as this public agency ("Public Agency" or collectively "Public Agencies"), desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto (the "Participation Agreement") for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, this Public Agency is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

WHEREAS, Act 20 of 1943, Section 129.91, as amended (Public Act 20), authorizes Public Agencies to invest surplus funds in certain permissible investments; and Section 1 (1h) of Public Act 20 permits public agencies to cooperatively invest public monies through an interlocal agreement, such as Michigan CLASS, under the Urban Cooperation Act of 1967.

WHEREAS, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public Agency's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1) This Governing Body adopts the Participation Agreement substantially in the form attached hereto, which is incorporated in this 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) This 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 this 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 the Participation Agreement upon which they may respectively rely.
- 4) The Governing Body hereby authorizes the authorized officer (the "Authorized Officer") to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public Agency into the Participation Agreement and the adoption thereof by this Public Agency.
- 5) This Governing Body 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 resolutions in conflict with this Resolution shall be and hereby are amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

Clerk _____

EXHIBIT D-2

SAMPLE AUTHORIZING RESOLUTION – PUBLIC SCHOOL

WHEREAS, certain school districts, intermediate school districts, and other public agencies including this public school district ("Public School District" or collectively "Public Agencies") desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto (the "Participation Agreement") for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, this Public School District is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

WHEREAS, Act 451 of the Revised School Code Act of 1976, as amended, authorizes public school districts to invest in certain investments and; Act 451 of the Revised School Code Act of 1976 is incorporated within the Michigan CLASS Participation Agreement.

WHEREAS, Act 7 of the Public Acts of the Extra Session of 1967, as amended, authorizes Public Agencies, including public school districts, 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; and

WHEREAS, this Board deems it advisable for this Public School District to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public School District's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1) This Board adopts the Participation Agreement substantially in the form attached hereto, which is incorporated in this 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) This Board 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 this Public School District.
- 3) This Board acknowledges and confirms the representation, warranties, and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under the Participation Agreement upon which they may respectively rely.
- 4) This Board hereby authorizes the authorized officer (the "Authorized Officer") to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public School District into the Participation Agreement and the adoption thereof by this Public School District.
- 5) This Board 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 resolutions in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

Secretary

EXHIBIT E

INVESTMENT CRITERIA

The Investment Criteria below apply to the Michigan CLASS Prime Fund. In the event the Board elects to introduce a Fund or subaccount pursuant to this Agreement which has characteristics or objectives different than the Prime Fund, such as a Fund which does not provide same-day liquidity or which does not maintain a stable asset value, such disclosures will be provided to Participants within the separate Information Statement and Investment Policy for such Fund or subaccount. Notwithstanding anything herein to the contrary, however, the Permitted Investments for any such Fund or subaccount shall consist only of those investments permissible to all Participants under the Investment Authority Acts.

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.

EXHIBIT F-1

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 November 1, 2021 (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 meaning ascribed to them in the Participation Agreement.

2.0 SCOPE AND OBJECTIVE:

It is the obligation of Michigan CLASS to cause funds of its participants to be invested in a manner which complies with the Investment criteria contained in the Participation Agreement. 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 an effort to minimize risk and exposure. Concentration of investments will depend on market conditions, availability in terms of desired maturities, collateral, creditworthiness, and market yields among other things.

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 S&P Global 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)

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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.
 - d. The financial institution acts as custodian for Michigan CLASS with respect to each deposit account.
 - e. On the same date that the funds of Michigan CLASS are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of 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: June 18, 2021

EXHIBIT F-2

INVESTMENT POLICY

**Michigan CLASS EDGE
Investment Policy**

1.0 PURPOSE:

Michigan CLASS EDGE (EDGE) was organized in 2021 and was created pursuant to the Participation Agreement. As further described in the EDGE Information Statement, the EDGE portfolio is a professionally managed portfolio consisting of money market instruments and medium-term notes designed for the short to intermediate reserve and surplus funds of Michigan Public Agencies.

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 an effort to minimize risk and exposure. Concentration of investments will depend on market conditions, availability in terms of desired maturities, collateral, creditworthiness, and market yields among other things.

EDGE is designed to complement the Michigan CLASS daily liquidity fund for Michigan Public Agencies. The general objective of the EDGE is to seek to generate a high level of income for Participants while reserving capital by investing only in investments legally authorized by Michigan Compiled Laws. EDGE offers longer dated, fixed-income investments seeking to enhance returns while providing weekly liquidity to its participants.

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, 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 S&P Global 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.

F-2

- (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 EDGE.
 - 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 EDGE with respect to each certificate of deposit.
 - e. At the same time that the funds of Michigan CLASS EDGE 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 EDGE 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 EDGE.
 - 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 EDGE with respect to each deposit account.
 - d. On the same date that the funds of Michigan CLASS EDGE 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 EDGE 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 EDGE 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 EDGE 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 EDGE). Any amendment to this Investment Policy shall become effective thirty days (30 days) after each Participant has received notice of the amendment.

Adopted: September 24, 2021

SCHEDULE 1
ELIGIBLE COLLATERAL

1. 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.
3. 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 S&P Global Ratings Service, P-1 by Moody's Investors Service, or F1 by Fitch, Inc. be accepted as eligible collateral.

EXHIBIT G
ELECTION POLICY

On an annual basis, the Michigan CLASS Board shall determine which of its members' terms are expiring and shall direct the Board's Nominating Committee to conduct the annual election to present the number of prospective Trustees to the number authorized by Section 5.1 of the Michigan CLASS Participation Agreement. The Nominating Committee shall annually prepare and present to the Board for approval an election schedule for the following dates:

- Nominations (date of opening and closing)
- Election (date of opening and closing)

The Nominating Committee shall cause a Notice of Nominations to be prepared and delivered to all Participants upon the opening of the Nominations period as specified in the election schedule. The Notice of Nominations shall also contain a copy of this Election Policy. The Nominating Committee shall review all prospective nominations and shall determine the qualifications of the nominees to assure that each candidate meets all qualifications required by the Michigan CLASS Participation Agreement and is fully aware of the responsibilities and duties of a Board of Trustee member. Nominations may only be made by active Participants in Good Standing and shall be returned to the Administrator or an office designated by the Nominating Committee. Prospective nominations must be submitted on the official nomination form that shall be approved by the Nominating Committee. All prospective nominations must be received by the Notice of Nominations closing date as specified in the election schedule. The Nominating Committee shall take whatever steps it deems necessary or appropriate to ensure that each of the following participant categories will be properly represented in the election including counties, cities/villages, townships, school districts, and other public agencies.

The Nominating Committee shall cause ballots to be prepared and to be made accessible to each eligible Participant on the election opening date as specified in the election schedule. Candidate ballot position shall be randomly determined.

The ballot shall include:

- a. Appropriate instructions with details regarding the number of candidates to be elected from each category of public agency.
- b. A biographical sketch of each candidate not to exceed 500 words.
- c. The entity the candidate represents and their corresponding public agency category.

All ballots counted shall be cast by the election closing date, as specified in the election schedule.

Following the completion of the election process, the Nominating Committee shall review the results of the Board election to ensure a fair and accurate vote and to resolve any issues relating to ties. If there are more candidates than available positions on the Board, those candidates receiving the highest number of votes will be declared elected except when such would result in the lack of a category representative required by Section 5.1 of the Participation Agreement. If the election outcome would result in any category not being represented by a Trustee, the candidate from each unrepresented category receiving the highest number of votes among the nominees from within each unrepresented category, if any, will be deemed elected regardless of the number of votes cast for any other candidate. The balance of the open positions, if any, will be filled by those candidates receiving the highest number of votes up to the maximum number of members per category according to 5.1(b) regardless of affiliation.

In the event of a tie, a majority vote of the Board shall serve as the tie-breaker. Should an active Trustee be a part of the tie, he or she must abstain from such vote.

At the first regularly scheduled Board meeting following the election, the Board shall review the election results and shall declare the appropriate candidates elected. If there remains any unrepresented category following any election, the Board shall appoint a representative for that category from among the Participants in the unrepresented category. The Board shall determine any challenge or other matter relating to the conduct of the election and the Board's decision shall be final.

Special Policies Regarding Transition to Four-Year Terms

Beginning with the elections to be held in 2022, the terms for elected Trustees shall transition to four-year terms as follows:

Election Year 2022: there shall be four Trustee positions up for election, and the candidates receiving the three highest vote tallies shall be awarded four-year terms. The candidate receiving the fourth-highest vote tally shall be awarded a three-year term.

Election Year 2023: there shall be five Trustee positions up for election, and the candidates receiving the three highest vote tallies shall be awarded four-year terms. The candidate receiving the fourth-highest vote tally shall be awarded a three-year term, and the candidate receiving the fifth-highest vote tally shall be awarded a two-year term.

Election Year 2024: there shall be four Trustee positions up for election, and the candidates receiving the three highest vote tallies shall be awarded a four-year term. The candidate receiving the fourth-highest vote tally shall be awarded a three-year term.

Election Year 2025: there shall be two Trustee positions up for election (comprised of the candidate receiving the lowest vote tallies from each of the 2022 and 2023 election cycles, each of which was awarded a shorter-than-four year term as set forth above). The candidate receiving the highest vote tally shall be awarded a three-year term and the candidate receiving the second highest vote tally shall be awarded a two-year term.

Election Year 2026 and thereafter: all winning candidates shall be awarded four-year terms.

Nothing set forth in this "Special Policies Regarding Transition to Four-Year Terms" section of the Election Policy shall be interpreted as amending the requirement of Section 5.1 of the Participation Agreement or the previous sections of this Election Policy to maintain representation from each category of Participant. The procedures set forth above in "Election Policy" shall govern the instance in which the required category representation has not been achieved in the results of the election.

Approved June 18, 2021
Amended September 23, 2022

EXHIBIT H

CUSTODIAN INSURANCE PROVISIONS

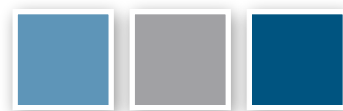
The Custodian will maintain insurance coverage of the types and amounts reasonably appropriate based on the Investment Property Value of Michigan CLASS, as agreed to by the Board, which shall be no less than the following:

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

Professional Liability: \$75,000,000 per occurrence and in the aggregate

Approved June 18, 2021

Michigan CLASS[®]



Registration Packet



Welcome to Michigan CLASS

Thank you for choosing Michigan CLASS!

This packet contains all the materials necessary to set up your Michigan CLASS account(s). If you have any questions about the registration process or about your Michigan CLASS account(s), please do not hesitate to contact us. The Michigan CLASS Client Service team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (855) 382-0496 or by email at clientservices@michiganclass.org.

Michigan CLASS is not a bank. An investment in Michigan CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although Michigan CLASS Prime seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please read the applicable Michigan CLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Registration Procedures

To participate in Michigan CLASS, please complete the following:

- Read the Participation Agreement (accessible on www.michiganclass.org).
- Provide an Authorizing Resolution or a copy of your meeting minutes supporting participation in Michigan CLASS (please attach).
- Adopt the Certificate of Delivery and Resolution (page 3).
- Complete the Entity Registration (page 4).
- Complete the Authorized Contacts Form (page 5/6).
- Complete the Accounts to be Established Form; you may open as many accounts as you wish (page 7).
- Should you be interested in participating in Michigan CLASS EDGE, complete the EDGE Participant Acknowledgement Form (page 8), and the EDGE Accounts to be Established Form; you may open as many accounts as you wish (page 9).
- Keep the original forms for your records and send the completed packet to the Michigan CLASS Client Service team by fax (855) 381-0496 or email clientservices@michiganclass.org.

Questions? Please contact us; we would love to hear from you.

Michigan CLASS Client Service Team
T (855) 382-0496
clientservices@michiganclass.org

Through the Michigan CLASS website, www.michiganclass.org, Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the Michigan CLASS program.



Certificate of Delivery and Resolution

The attached Authorizing Resolution which has been duly adopted by City of Grosse Pointe Park Council and
Entity Name
certified by the Clerk thereto is hereby delivered to Public Trust Advisors, LLC (the Investment Advisor) to
effectuate participation (in what is commonly known Michigan CLASS) in the Participant Agreement dated
November 1, 2021, as amended.

Authorized Signer's Name

Signature

Title



Trust Registration

Entity Information

Entity Name (Participant) City of Grosse Pointe ParkEntity Type: ☐ City/Village ☐ County ☐ Township ☐ School District
☐ Other (Specify) _____Mailing Address 15115 East Jefferson AvenueCity Grosse Pointe Park Zip 48230 County Wayne

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year-End Date (Month/Day) _____

I authorize Michigan CLASS and its transfer agent and administrator to act on any instructions believed to be genuine for any service authorized on this form. I agree that Michigan CLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and I agree to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the Trust of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 3:00 p.m. ET; distribution times are subject to change as needed by the Michigan CLASS Administrator. Additionally, Michigan CLASS must be notified of any contributions by 3:00 p.m. ET to receive same day credit. **If funds are not received by 5:00 p.m. ET, contribution orders will be voided.**

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact* _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact* _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

*If there will only be one Authorized Signer on the Michigan CLASS account, bank contact must be provided to verify bank account information



Authorized Contacts

Authorized Signers Can:	Read-Only Users Can
Approve changes to the Investor Profile Update banking/contact information Process transactions Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

Key Contact and Authorized Signer

Print First and Last Name

Title

Signature Required

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Additional Contact (Optional) Note – Michigan CLASS strongly advises each participant to have multiple authorized signers to help prevent fraud

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone (Required if Authorized Signer)

Email (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Board of Trustee elections and all other important communications.



Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

***(Signature Required if Authorized Signer)**

Email (Required if Authorized Signer)

Title

Phone (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

***(Signature Required if Authorized Signer)**

Email (Required if Authorized Signer)

Title

Phone (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

***(Signature Required if Authorized Signer)**

Email (Required if Authorized Signer)

Title

Phone (Required if Authorized Signer)

Fax

Permissions (check only one)

- ☐ Authorized Signer to Move Funds*
- ☐ Read-Only Access



Michigan CLASS Accounts to be Established

Entity Name: _____

Desired Subaccount Name(s)* i.e. General Fund, etc.:
(To be completed by Participant, **at least one Subaccount is required**)

*Name must be limited to 35 characters.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Michigan CLASS & LCSA

Eligible entities can now receive Local Community Stabilization Authority (LCSA) distributions directly to a Michigan CLASS subaccount. With online distributions, entities can receive LCSA payments as soon as the LCSA distribution is initiated. If you would like your LCSA payments to be deposited directly into a Michigan CLASS subaccount, please list below the following information:

LCSA Payee ID**
(State Municipal Code)

LCSA Account Name**

Michigan CLASS Subaccount Name
(Select an account name from above)

_____	_____	☐ Same as above (if only one account name is listed)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**If you are unsure of your LCSA account name and payee ID, please reach out to the Michigan CLASS Client Service team for assistance.

Once your Michigan CLASS account has been established, you will receive a confirmation email with your login credentials from reply@michiganclass.org. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the Michigan CLASS Client Service team.



EDGE Participant Acknowledgement Form

Participant Information

Entity Name (Participant) _____

Participant Acknowledgement

The undersigned Authorized Signer for the Participant hereby acknowledges the following:

- The Participant has received and reviewed the Michigan CLASS EDGE Information Statement.
- All EDGE investments are made in accordance with the Michigan CLASS EDGE Investment Policy.
- Prior to making an investment in the Michigan CLASS EDGE portfolio, your entity must submit its investment policy to Michigan CLASS for review.
- Michigan CLASS EDGE is designed to complement the daily liquidity of the Michigan CLASS fund by gaining exposure to a diversified portfolio of high-quality securities.
- The general objective of EDGE is to generate a higher level of income than provided by a traditional stable NAV LGIP while seeking to protect Participant capital.
- Withdrawals are available one business day after the request is made. With EDGE, investments continue to accrue interest during the one-day redemption period. Due to the design of EDGE, early withdrawals are not permissible.
- Withdrawals can only be initiated in the Participant Portal.
- Any Authorized Signer has full power and authority to make investments for the above Participant.
- Michigan CLASS EDGE is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

Authorized Signer

Signature _____

Date _____

Printed Name _____

Title _____

The investment advisor providing these services is Public Trust Advisors, LLC (Public Trust), an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Additionally, this registration provides no guarantee of return or protection against loss. Michigan CLASS is not a bank. An investment in Michigan CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable Michigan CLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

EDGE Accounts to be Established

Entity Name: _____

Michigan CLASS EDGE Accounts

Desired Subaccount Name(s)* i.e. General Fund, etc.:

(To be completed by Participant)

[illegible]

Michigan CLASS EDGE is designed to complement the daily liquidity offered by the Michigan CLASS portfolio. EDGE is best suited for funds not needed on a frequent or near-term basis. Michigan CLASS EDGE is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

EDGE does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity. Investing in Michigan CLASS EDGE introduces the potential for the reporting of unrealized and realized gains and losses.

If you have questions about which of your local government's funds are appropriate for the EDGE portfolio, please contact your Michigan CLASS representative or email info@michiganclass.org.

*Name must be limited to 35 characters.

Once your Michigan CLASS account(s) has been established, you will receive a confirmation email with your login credentials from no-reply@michiganclass.org. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before contacting the Michigan CLASS Client Service team.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: City sponsored 457b Deferred Compensation Provider

SUMMARY: Action: Designate the employers' sole deferred compensation plan provider as MERS (Alerus).

Background

The City uses MERS for all of its primary retirement related plans and administration.

The plans the city participates in now include, by resolution on July 18, 2022, the addition of the City's action to recognize MERS as a city deferred compensation plan provider.

The City has the requirement of acting as the administrative fiduciary of the City's retirement plans and to designate the plan it will provide to its employee members. The City currently has the following retirement plans in place:

- The City's Defined Benefit (DB) Pension Plan,
- The City's RHFV Post Employment OPEB Investment
- The City's Defined Contribution (DC) Health Care Savings Plan (HCSP)
- A City Deferred Compensation 457b and Roth Plan

In addition to the MERS retirement plans, the city has acquired three other plan providers: Nationwide, AXA Equitable, and Mission Square (aka, ICMA).

The City Council, having fiduciary responsibility to administer authority over plan assets and are personally responsible for:

- All matters relating to plan oversight and compliance,
- Investment menu oversight, construction, manager/fund selection, and benchmarking/monitoring fund performance,
- Ensuring reasonable fees for plan participants,
- On average, MERS' total operating expenses are about 0.40%. MERS provided in 2022 a cost comparison of the Alerus deferred compensation cost to the employee in comparison to the other three plans that the City participates in presently.

Plan consolidation

The consolidation of the four deferred compensation plans to one plan under MERS:

- When choosing MERS/Alerus, it acts as the sole plan fiduciary for all plans, removing this responsibility and liability from the City.
- Consolidating will save time by reducing the administrative burden associated with managing, reporting, and payment of multiple plans in each pay period.
- Consolidating all retirement plan options will streamline the city's retirement planning, investment management, and estate planning for employees and retirees.

User Benefits

Plan members will have one retirement system for all their accounts receiving consolidated quarterly statements for all their retirement plans in one place, making it easier to see investment progress.

- MERS has one investment menu across all products, simplifying the investment process when compared to having to research multiple menus across multiple providers.
- The average MERS expense ratio of 0.40% will provide a cost savings to the city's plan members and increase the member's overall investment return as realized gains.
- MERS offers a streamlined investment menu for plan members who want more choices. MERS offers more than goal-makers and mutual funds, it also offers a Self-Directed Brokerage Account (SDBA) platform.
- Participants can access individual stocks, bonds, CD's, Exchange Traded Funds (ETFs), and any mutual funds, enabling plan members more investment options than they have currently by providing a platform to reinvest in the same options they had with other plan providers should they choose, while opening their investment options up to even more investment choices.
- Participant education can be provided for all plans by one provider rather than the city hosting multiple providers.
- MERS offers regular retirement webinars, called lunch-and-learn, with useful information about retirement and other topics like receiving social security in retirement.
- MERS offers Financial Wellness tools to help plan for retirement and manage accounts.

Next Steps

- Pass a resolution designating the Michigan Employees Retirement System (MERS) or Alerus division of MERS, as the City's sole retirement and deferred compensation provider.

- Set the employee's election to make deferred compensation contributions as a percentage (%) of their bi-weekly payroll for the purposes of making regular and accurate employer matching contributions based on the negotiated percentage, per the employees' collective bargaining unit.
- Authorize the City Treasurer/Finance Director to notify the other plan providers of our intent to cancel plan memberships and to transfer all our deferred compensation plans to MERS.
- Instruct the City Treasurer/Finance Director to coordinate with MERS for next steps to inform in writing all active and retiree members in one of the other three deferred compensation plans that all assets will be transferred to MERS, not less than 30 days prior and no more than 60 days before the balance transfers occur in accordance with IRS requirements.
- The City will host MERS in October/November in order to provide retirees and active plan members with an educational session to inform them about the plan transfers and what to expect.
- The actual dates of the asset transfer to MERS will vary based on the provider.
- The asset transfer dates are expected to occur between November 2023 and January of 2024.
- Approve the City Treasurer to authorize the transfer of assets that will be wired directly to MERS as the new provider and to authorize the City Treasurer to release assets to MERS from those providers that forward the information to the City rather than directly to MERS (Alerus)

FINANCIAL IMPACT: None

RECOMMENDATION: Adopt resolution to recognize one deferred compensation plan provider for the City of Grosse Pointe Park.

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

457 Provider Comparison AXA

Asset-Weighted PlanAverages (Appendix V)	AXA	MERS	Difference
<i>Expense</i>			
Asset-Weighted Average Expense	2.22%	0.33%	-1.89%
<i>Total Impact (Performance, Less Fund Fees)</i>			
1-Year AssetWeighted Average Performance	<i>not available</i>	11.28%	<i>not available</i>
5-Year AssetWeighted Average Performance	<i>not available</i>	13.80%	<i>not available</i>
10-Year AssetWeighted Average Performance	<i>not available</i>	13.05%	<i>not available</i>

- 1) The Asset-Weighted Average is calculated by multiplying expense or performance by the percentage of assets held in each fund.
- 2) The City of Grosse Pointe Park provided MERS with its AXA "Plan Balance Report, generated on 3/31/2022." This report provided MERS with the amount invested in each fund. The amounts for each fund are shown in Appendix V.
- 3) The AXA fund performance information provided for the month ended 2/28/2022, and this data could not be used for this comparison, as MERS performance data is only as of quarter-end (3/31/2022). No additional AXA performance reports could be obtained and used for this comparison.
- 4) The funds are mapped to the closest "like -style" asset class available on the MERS investment menu, as shown in Appendix V.
- 5) 1, 5, and 10-Year Impact (Performance, Less Fund Fees) are used.
- 6) The fees reflected for AXA include each fund's "Net Annual Expenses," for the prospectus dated May 1, 2021, and as shown in the "Portfolio Expenses" report. In addition, the funds have a 1.20% "Annual Separate Account Charge," as disclosed in the "Series 900/901 Retirement Program summary of fees for City of Grosse Pointe Park 457(b) Plan." Both of these reports were provided to MERS for this comparison. These fees are shown in Appendix I.
- 7) The fees reflected for MERS include all operating, custody, recordkeeping, and investment management expense charged by MERS as shown in Appendix IV.
- 8) The asset-weighted averages shown above are not intended to show actual expense or performance experienced by the plan during the periods shown because the calculation does not account for plan activity (i.e. contributions, distributions, participant transfers between investment options) during the periods. The asset-weighted averages reflect a hypothetical illustration based on assets held in each investment option as reported at a specific point in time.

457 Provider Comparison *Mission Square*

Asset-Weighted PlanAverages (Appendix VII)	Mission Square	MERS	Difference
<i>Expense</i>			
Asset-Weighted Average Expense	1.11%	0.37%	-0.74%
<i>Total Impact (Performance, Less Fund Fees)</i>			
1-Year AssetWeighted Average Performance	5.43%	7.93%	2.50%
5-Year AssetWeighted Average Performance	6.90%	9.04%	2.14%
10-Year Asset-Weighted Average Performance	6.72%	8.46%	1.74%

- 1) The Asset-Weighted Average is calculated by multiplying expense or performance by the percentage of assets held in each fund.
- 2) The City of Grosse Pointe Park provided MERS with its Mission Square "Quarterly Financial Report" for 1/1/2022 – 3/31/2022. This statement provided MERS with the amount invested in each fund. The amounts for each fund are shown in Appendix VII.
- 3) The Mission Square fund performance information used in this comparison is from Mission Square's website (<https://www.icmarc.org/infopages/share-class-r1.html>). The information is for 3/31/2022, and shown in Appendix VII.
- 4) The funds are mapped to the closest "like-style" asset class available on the MERS investment menu, as shown in Appendix VII.
- 5) 1, 5, and 10-Year Impact (Performance, Less Fund Fees) are used. **Note** When a fund did not have a 5 or 10 year performance number, the fund's comparative index, as reported by the fund, was used, less the current expense ratio reported.
- 6) The fees reflected for Mission Square include each fund's "Net Expense Ratio" for Mission Square's R1 share class, as stated on the quarterly statement provided. These expense ratios are on Mission Square's website (<https://www.icmarc.org/infopages/share-class-r1.html>) for 3/31/2022. These fees are shown in Appendix III.
- 7) The fees reflected for MERS include all operating, custody, recordkeeping, and investment management expense charged by MERS as shown in Appendix IV.
- 8) The asset-weighted averages shown above are not intended to show actual expense or performance experienced by the plan during the periods shown because the calculation does not account for plan activity (i.e. contributions, distributions, participant transfers between investment options) during the periods. The asset-weighted averages reflect a hypothetical illustration based on assets held in each investment option as reported at a specific point in time.

457 Provider Comparison *Nationwide*

Asset-Weighted PlanAverages (Appendix VI)	Nationwide	MERS	Difference
<i>Expense</i>			
Asset-Weighted Average Expense	1.01%	0.34%	-0.67%
<i>Total Impact (Performance, Less Fund Fees)</i>			
1-Year AssetWeighted Average Performance	3.34%	9.40%	6.06%
5-Year AssetWeighted Average Performance	12.93%	12.26%	-0.67%
10-Year Asset-Weighted Average Performance	11.63%	11.64%	0.01%

- 1) The Asset-Weighted Average is calculated by multiplying expense or performance by the percentage of assets held in each fund.
- 2) City of Grosse Pointe Park provided MERS with its Nationwide "Investment Option Summary" for 1/1/2022 – 3/31/2022. This statement provided MERS with the amount invested in each fund. The amounts for each fund are shown in Appendix VI.
- 3) The Nationwide performance information used in this comparison is from the City of Grosse Pointe Park's Nationwide "Investment Option Summary" for 1/1/2022 – 3/31/2022. The information is for 3/31/2022, and shown in Appendix VI.
- 4) The funds are mapped to the closest "like -style" asset class available on the MERS investment menu, as shown in Appendix VI.
- 5) 1, 5, and 10 -Year Impact (Performance, Less Fund Fees) are used. **Note** When a fund did not have a 5 or 10 year performance number, the fund's comparative index, as reported by the fund, was used, less the current expense ratio reported.
- 6) The fees reflected for Nationwide include each fund's "Expense Ratio" for Nationwide "Investment Option Summary" for 1/1/2022 – 3/31/2022. These fees are shown in Appendix II.
- 7) The fees reflected for MERS include all operating, custody, recordkeeping, and investment management expense charged by MERS as shown in Appendix IV.
- 8) The asset-weighted averages shown above are not intended to show actual expense or performance experienced by the plan during the periods shown because the calculation does not account for plan activity (i.e. contributions, distributions, participant transfers between investment options) during the periods. The asset-weighted averages reflect a hypothetical illustration based on assets held in each investment option as reported at a specific point in time.

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to approve the sole designated deferred compensation provider for the City of Grosse Pointe Park to MERS/Alerus to act as the fiduciary of the employee elective plan.

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was adopted.

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, the City Council of Grosse Pointe Park as plan fiduciary hereby recognizes MERS (Alerus) as its sole deferred compensation plan provider; and,

WHEREAS, the City Council passed by resolution on July 18, 2022 under MCL38.1502b (2) to establish the MERS deferred compensation plan, as attached; and,

WHEREAS, the City Council understands the next steps of the deferred compensation funds conversion from the three deferred compensation plans to one MERS deferred compensation plan will involve the City Treasurer/Finance Director to notify the plan providers Nationwide, Mission Square, and AXA Equitable of the City's intent to cancel plan membership and to transfer all of our deferred compensation funds to MERS; and,

WHEREAS, the City Council directs the Treasurer/Finance Director to coordinate with MERS for next steps to inform active and retiree members of the transfer of assets held in the City deferred compensation plan not less than 30 days and not more than 60 days before the balance transfers occur as required by the IRS; and,

WHEREAS, the City Council authorizes the City's Administration to hold an educational session at City Hall for active and retiree members to inform enrollees about the transfer of the funds to MERS and what to expect; and,

WHEREAS, the City Council authorizes and directs the City Treasurer/Finance Director to transfer all deferred compensation funds from Nationwide, Mission Square (aka. ICMA), and AXA Equitable to the city's sole designated MERS deferred compensation plan, to occur between November 2023 and January of 2024 as proposed in the agenda; and,

WHEREAS, the City Council hereby requires all employees electing to participate in the City's sole designated Deferred Compensation plan with MERS make their contribution elections based on a percentage of payroll; and,

WHEREAS, the City Council recognizes that all employees' electing to make contributions to the plan must do so by making application for their payroll deductions, including any new application to be made for changes to their contribution not to exceed the maximum allowable under the rules of the Internal Revenue Service (IRS), before changes to the contribution percentage are entered into the City's payroll system; and,

WHEREAS, the City Council will allow employees to make election changes no more than once per month, with election changes being submitted to the finance department by the 20th of each month, to take affect the first of the month following the application for all contribution changes to the plan; and,

NOW, THEREFORE BE IT RESOLVED, the City Council acting as the plan fiduciary recognizes MERS (Alerus) as its sole deferred compensation plan provider and authorizes the Treasurer/Finance Director to notify Nationwide, Mission Square, and AXA Equitable of the city's intent to cancel plan memberships and authorizes the plan providers to transfer all funds for active and retiree members at the City of Grosse Pointe Park as directed by the Treasurer/Finance Director to the City's MERS deferred compensation plan to occur between November of 2023 and to be completed by the end of January of 2024.

NOW, THEREFORE LET IT FURTHER BE RESOLVED, the City Council requires all plan participants electing to participate in the City's designated deferred compensation plan with MERS to make contributions to the plan as a percentage of payroll by completing a prescribed MERS application with contributions beginning on the pay date following new hire enrollment and no later than the 20th of each month for existing employees when requesting to increase or decrease their contribution amount to the plan.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on ____ 20__, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of ____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of ____ 20__.

Nick Sizeland, City Manager
City of Grosse Pointe Park

MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

This Resolution, together with the MERS 457(b) Supplemental Retirement Program Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984 (the "Act"), MCL 38.1536(2)(a) (MERS Plan Document (Section 71) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 71, and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating "municipality" (as defined in the Act; MCL 38.1502b(2); Plan Document Section 2) or participating "court" (circuit, district or probate court as defined in the Act, MCL 38.1502a(4) – (6); Plan Document Section 2) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

MERS Uniform 457 Supplemental Retirement Program Resolution

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

MERS Uniform 457 Supplemental Retirement Program Resolution

- VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

July 18th, 20²².



(Signature of authorized official)

Printed name: Jane M. Blahut
(Authorized Official - printed)

Position title: Finance Director / City Clerk
(Authorized Official - position)

Municipality name: City of Grosse Pointe Park

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: , 20²²

(Authorized MERS signatory)



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: BS&A financial Software Modules: Self Service & Miscellaneous Receivables

SUMMARY: Self Service Module

The use of the employee self-service program will improve an employee's ability to review current and historical payroll data. All employees will be able to review hours worked, usage of paid time off, and request payroll changes such as tax withholding amounts. Currently, employees do not have any electronic access to this information and any changes or inquiries are made using paper forms, through email requests, or by word of mouth respectively. The software system will also provide for the tracking of projects and equipment rental data for the purposes of appropriately costing local and major road funds for the use of the City's assets in compliance with the State of Michigan's MDOT schedule.

Miscellaneous Receivables Module

The Treasurer is responsible by city charter for all of the monies to be collected on behalf of the city. A centralized invoicing system:

- Ensures the recognition and recording of city revenue
- Ensures proper recording in the General Ledger and financial reporting of the city's assets on the balance sheet as receivables (funds due from others),
- Reduces the likelihood of invoices being lost or overlooked,
- Ensures invoices will be processed in an accurate and timely manner,
- Provides for a consistent and fair invoicing and allows for interest assessments for past due invoices,
- Reduces duplicative administrative duties,
- Reduces miscommunications between separate billing departments.

FINANCIAL IMPACT: FY2024 General Fund appropriation \$16,000

RECOMMENDATION: Approve Resolution to make purchase of BS&A Software modules: Self-Service & Miscellaneous Receivables

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

Proposal for Software and Services, Presented to...

City of Grosse Pointe Park, Wayne County MI

June 9, 2023

Quoted by: Steve Rennell



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Applications and Annual Service Fee prices based on an approximate population of 11,595. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Applications

Financial Management

Miscellaneous Receivables .NET	\$5,545
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BS&A Online

Employee Self-Service	\$4,290
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Subtotal	\$9,835
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Data Conversions/Database Setup

No conversion or database setup to be performed.

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$1,000



Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	1		\$1,000
Financial Management Applications	Days:	3		\$3,000
	Total:	4	Subtotal	\$4,000

Cost Totals

Not including Annual Service Fees

Applications	\$9,835
Project Management and Implementation Planning	\$1,000
Implementation and Training	\$4,000
Total Proposed	\$14,835
Travel Expenses	\$1,140

Payment Schedule

- 1st Payment: **\$1,000** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$9,835** to be invoiced at start of training.
- 3rd Payment: **\$5,140** to be invoiced upon completion of training.



Annual Service Fees

Unlimited support during your first year with the program is included in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

Financial Management	
Miscellaneous Receivables .NET	\$1,110
BS&A Online	
Employee Self-Service	\$860
Total Annual Service Fees	\$1,970



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˘ custom payment import/lock box import
- ˘ custom OCR scan-line
- ˘ custom journal export to an outside accounting system
- ˘ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

BS&A Online

Connection Requirements

BS&A Online requires a high-speed internet connection (cable modem or DSL).



Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization, training beyond the estimated number of days, or recommended Bank Reconciliation Consultation
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.



Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Key Contact for Implementation and Project Management

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____



**State of Michigan
County of Wayne
City of Grosse Pointe Park**

Resolution to adopt and amend the FY2023-2024 Expenditure Budget and to purchase BS&A Financial Software Systems

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was offered:

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, the City Council was presented with and approves the City Manager to make purchase of the BS&A financial software systems: Self-Service and Miscellaneous Receivables Modules; and,

WHEREAS, the Uniform Budgeting and Accounting Act requires that a City Board prepare a budget amendment as soon as it is apparent that a deviation from the original budget is necessary and the amount can be determined; and,

WHEREAS, the referenced amendments are reflective of activity incurred since the adoption of the FY2023-2024 budget approved by the City of Grosse Pointe Park Council on May 8, 2023; and,

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2023-2024; and,

WHEREAS, the City Council is satisfied with proposed fiscal year 2024 requested 101 General Fund budget and amendment authorizing the Finance Director to appropriate General Fund fund balance in an amount not to exceed \$16,000 to 101-173-970.000 Capital Outlay account; and,

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council members hereby adopt resolution 2023-08-14-313 authorizing the City Manager to purchase BS&A financial software modules: self-service and miscellaneous receivables and hereby authorizes the Finance Director to appropriate General Fund fund balance in an amount of \$16,000 to the capital outlay account.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 14, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Nick Sizeland, City Manager
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: ProNexus Accounting Service Agreement

SUMMARY: The City Finance/Treasury Department is seeking the assistance of a temporary service to assist from the transition of our former finance department with both employees retiring earlier this year. The City advertised a Deputy Treasurer position with no luck on qualified candidates and also advertised for an accountant position. An internal candidate sought the position and has been promoted to the position of accountant and is starting next week. The Finance Department is seeking assistance with general account and bank reconciliation, audit preparation, training and process improvements. It has become more common for municipalities to fill roles on a temporary basis with consultants and or service providers as the talent pool coming to the municipal profession has dwindled over the years.

The City sought proposals from Plante Moran, Pro Nexus and Rehmann. Plante Moran could not provide assistance as they had no available contractors and Rehmann's hourly rate ranged from \$175/hour-\$225/hour. The City was able to negotiate the per hour rate to \$82/hour down from the \$110/hour as initially proposed by ProNexus. Speaking with the City of Fraser who is using the same firm for help of a temporary Finance Director, they had nothing but satisfaction with the quality of work, timeliness and the contractors ability to be a plug and play service provider. ProNexus was the only service that could provide a person to come in office rather than being a remote employee. The service employee we will receive is a retired former finance director with extensive experience in municipal accounting.

The agreement can be terminated at any time with a two weeks notice. If approved by Council the service employee could start on August 21st.

FINANCIAL IMPACT: Not to exceed 300 hours of work and appropriate \$25,000 to professional and contractual services account.

RECOMMENDATION: Motion to approve the Proposed ProNexus Agreement and authorize The City Manager to execute the same

PREPARED BY: Nick Sizeland, City Manager
Ginger Moriarty, Finance Director/Treasurer

**State of Michigan
County of Wayne
City of Grosse Pointe Park**

Resolution to adopt and amend the FY2023-2024 Expenditure Budget and enter into an agreement with Pro Nexus.

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on August 14, 2023, the following resolution was offered:

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, the City Council was presented with and approves the City Manager to enter into a Contractual Service Agreement with Pro Nexus for Accounting Services; and,

WHEREAS, the Uniform Budgeting and Accounting Act requires that a City Council prepare a budget amendment as soon as it is apparent that a deviation from the original budget is necessary and the amount can be determined; and,

WHEREAS, the referenced amendments are reflective of activity incurred since the adoption of the FY2023-2024 budget approved by the City of Grosse Pointe Park Council on May 8, 2023; and,

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2023-2024; and,

WHEREAS, the City Council is satisfied with proposed fiscal year 2024 requested 101 General Fund budget and amendment authorizing the Finance Director to appropriate General Fund fund balance in an amount not to exceed \$25,000 to 101-173-801.100 professional & contractual services account; and,

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council members hereby adopt resolution 2023-08-14-318 authorizing the City Manager to enter into a contractual service agreement with Pro Nexus for Accounting Services and authorizes the Finance Director to appropriate General Fund fund balance in an amount not to exceed of \$25,000 and,

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 14, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Manager of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Nick Sizeland, City Manager
City of Grosse Pointe Park

8/7/2023

Mr. Nick Sizeland, City Manager
Ms. Ginger Moriarty, Treasurer/Finance Director
The City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Dear Nick and Ginger:

We are pleased you are considering ProNexus to provide professional services to the City of Grosse Pointe Park. The purpose of this letter is to set forth the understanding of our engagement, the services that we will provide, and the related fees for those services. Upon receipt of this letter or ProNexus providing the requested services, such services become subject to the terms herein and the General Engagement Terms & Conditions ("T&Cs") reflected in Exhibit A.

Current Situation:

CGPP has experienced some turnover in their Finance and Accounting area, and they are actively sourcing to fill the vacancy. While they continue their efforts to fill the role, management has reached out to ProNexus to provide an accounting resource to assist the department with the current workload. The ProNexus resource will be working with the Treasurer/Finance Director in the following areas:

- General account and bank reconciliations.
- General preparation activities for the upcoming Audit
- Other duties and responsibilities and directed by the Treasurer/Finance Director, ProNexus Partners or other applicable CGPP personnel.

Client's Project Manager and Additional Client Contacts:

Nick Sizeland, City Manager
Ginger Moriarty, Treasurer/Finance Director
Others as provided/directed by the City Manager

Requirements & Fees

Assigned Consultant	Bill Rate	Estimated Start Date	Estimated End Date
Gerald Patera or TBD	\$82.00/Hour	August 15, 2023 or TBD	November 3, 2023 or TBD

Time related to this engagement will be billed per hour as specified above, plus out-of-pocket costs, if applicable. If applicable, overtime will be billed at 1.5 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.

On a semi-monthly basis, our consultant will report time to you or your representative for on-line or electronic verification and approval. Your approval of time indicates your acknowledgement and acceptance of the terms herein and the T&Cs.

If, for any reason, any assigned Consultant is unable to complete the service period, or if his (her) performance does not meet your expectations, ProNexus will endeavor to provide a suitable replacement, subject to your approval. If ProNexus is unable to identify a replacement acceptable to you, this engagement letter will be deemed to have automatically ended with respect to that assigned Consultant, except that you shall remain liable to ProNexus for services of said Consultant prior to his/her termination.

ProNexus will require at least two weeks' notice prior to the end date of any engagement or the effective date of any modification to the assigned Consultant's schedule.

Travel

If applicable, you will be billed for reasonable, ordinary and necessary travel and expenses directly connected to or pertaining to the services provided, including but not limited to travel time, mileage, tolls, parking, car rental, taxis, airfare, lodging and meals. Travel time is billed at full rate, half time. **Please Note: We do not foresee travel being applicable during this engagement.**

Non-Solicit

The two most important assets of ProNexus are its people and its clients. We are committed to hiring and retaining the very best people. Given our commitment, we must protect our investment so that we can continue to provide our clients with quality service and our people with unlimited opportunity for growth and success. Today, there is a significant risk of losing clients and the investment we have made in our people whenever one of our key employees leaves the firm. Hence, unless otherwise specified in the Engagement Letter or you obtain prior written consent from a ProNexus Partner, you shall not solicit, hire, or offer employment to any ProNexus Personnel in accordance with section 3.2 of Exhibit A.

The terms of this letter, along with the included Terms and Conditions (T&Cs), shall govern the services provided by ProNexus and assigned Consultant(s).

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

ProNexus, LLC

 
Jeff Cyr, Partner Don Gavagan, Partner
248-402-1290 248-996-3327



MICHIGAN Alma | Ann Arbor | Auburn Hills | Flint | Grand Rapids | Kalamazoo | Lansing | Midland | Saginaw
NEW YORK Albany | Buffalo | New York City | Rochester | Syracuse

www.ProNexusllc.com

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[LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Google+](#) | [Blog](#) | [Newsletter](#)

Exhibit A

GENERAL ENGAGEMENT TERMS & CONDITIONS

Thank you for choosing ProNexus! ProNexus is in the business of providing finance, accounting, internal audit, risk & compliance, and information technology professional services including consulting, outsourcing, interim management, project support, staff augmentation, and other professional services. Our consultant is assigned to you under the following General Engagement Terms & Conditions ("T&Cs").

1. Duties and Responsibilities.

1.1 You hereby appoint ProNexus to provide professional services as required in connection with the completion of the engagement requirements as specified in the Engagement Letter. ProNexus shall employ and provide for work on the engagement, the Consultant specified in the Engagement Letter. Consultant will be an employee of ProNexus and shall report directly to you, and you shall be solely responsible for providing appropriate assistance, supervision, and guidance as well as reviewing and approving any and all work performed by Consultant. ProNexus shall have and retain sole control of and authority over the remuneration paid to each Consultant, whether in the form of salary or otherwise.

1.2 You understand that ProNexus is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services. Yeo & Yeo has a minority ownership in ProNexus Michigan East, LLC and may receive a commission for referring the services of ProNexus in the event that Yeo & Yeo does not provide services requiring independence to be maintained. Prohibited commissions are described under section 1.520 Commissions and Referral Fees within the AICPA Code of Professional Conduct. You agree not to allow or require assigned Consultant (a) to perform services outside of the scope of the engagement, (b) to render an opinion on behalf of ProNexus or on your behalf regarding financial statements, (c) to sign the name of ProNexus on any document, (d) to sign their own names on financial statements or tax returns, (e) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (f) to make any final decisions regarding system design, software development, or the acquisition of hardware or software, (g) to use computers, software, or network equipment owned or licensed by the Consultant, or (h) to operate machinery (other than office machines) or automotive equipment.

1.3 ProNexus and its Consultant shall be entitled to rely on all information provided by, and the decisions and approvals of, you and your personnel in connection with ProNexus' work hereunder. You shall be responsible for any information provided, or decisions or approvals made, by your personnel that were not complete, accurate or current.

1.4 It is understood that you are responsible for reporting any claim to ProNexus in writing during or within ninety (90) days after the termination of the applicable engagement and any third-party claim within ninety (90) days receipt of notice. Additionally, ProNexus will not be responsible for any claim related to any professional services after the termination of the applicable engagement.

1.5 You shall provide a reasonable workspace for Consultant and a safe working environment for work performed on your premises. You are solely responsible for establishing and maintaining usual, customary and appropriate internal procedures and controls (including internal audit, accounting, information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any injuries, claims, damages or losses that may result from your failure to comply with the foregoing.

2. Independent Contractor. ProNexus is retained by your company as an independent contractor, and nothing contained in this Agreement shall be construed to create the relationship of employer and employee, an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. Each party will maintain its own commercial liability, employer's liability, and worker's compensation and professional liability insurance. ProNexus will provide proof of coverage to you upon request. To the extent applicable, ProNexus shall maintain and pay for all applicable federal, state and local disability, worker's compensation, payroll taxes, and income and other taxes for ProNexus and all ProNexus Employees.

3. Fees.

3.1 You agree to pay ProNexus in accordance with the fees specified in the Engagement Letter. For engagements billed per hour, our consultant will report time to you or your representative for on-line or electronic verification and approval at the end of each week. Your approval of time indicates your acknowledgement and acceptance of the T&Cs. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.

3.2 Unless otherwise specified in the Engagement Letter or you obtain prior written consent from a ProNexus Partner, you shall not solicit, hire, or offer employment to any Personnel, including Subcontractors, during the term of this Agreement and for a period of one (1) year following the termination of said Personnel's services under this Agreement. This restriction shall apply irrespective if you are considering having said Personnel perform different services or function in a different capacity. This restriction shall apply equally to your company, its subsidiaries, parent company, and any other of its affiliates regardless of employment classification, on either a full-time, contract, temporary, or consulting basis (including through another firm). Any breach of this provision shall require you to pay ProNexus an amount equal to one year's salary of each individual with respect to which a breach occurred. In the event you obtain prior written consent, and you wish ProNexus Personnel converted to your employ or another employer to whom you refer them, you agree to pay a buyout fee negotiated on a case-by-case basis or as specified in the Engagement Letter.

3.3 ProNexus shall invoice semi-monthly and such invoices shall be due upon receipt of invoice, including applicable sales and service taxes. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. In the event that you fail to pay the invoices when due, you agree to pay all of ProNexus' costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, ProNexus may charge interest on any overdue amounts at a rate of the lesser of 2% per month or the highest rate allowed by applicable law from the date the amount first became due.

3.4 ProNexus will require at least two weeks' notice prior to the end date of any engagement or the effective date of any modification to the assigned Consultant's schedule. In the event of a schedule change imposed by you that occurs less than two weeks prior to the date ProNexus Consultants are scheduled to be deployed, you may be subject to a redeployment fee to compensate ProNexus for the amount of hours dropped or delayed from the schedule at the rate of 75% of the applicable hourly rate if ProNexus is unable to redeploy the Consultant(s) to another client engagement.

3.5 ProNexus may increase our rates provided under the Engagement Letter to reflect increases in our own costs of doing business, including costs associated with higher wages for consultants and/or related tax, benefit and other costs. ProNexus will provide you with written or verbal notice of any increase in its rate for the professional services, and such increase will be retroactive, starting as of the effective date ProNexus specifies.

4. Guarantee and Warranties.

4.1 ProNexus guarantees your satisfaction with our services by extending a three-working day (24 hours) guarantee period with respect to the Consultant. If, for any reason, you are dissatisfied with the Consultant, ProNexus will not charge for the first twenty-four (24) hours worked, provided ProNexus replaces the Consultant. Unless you contact ProNexus before the end of the first three-day period, you agree that our Consultant is satisfactory. In the event we need to transition the engagement to another Consultant, we will manage the knowledge transfer and not charge you for up to three working days of cross overtime.

4.2 ProNexus represents that the assigned Consultant possesses the general skills, knowledge, and experience to perform the services. If the performance of any Consultant demonstrates that such person does not possess the general skill, knowledge and experience to perform the services, your sole remedy shall be for ProNexus to use commercially reasonable efforts to provide you with a suitable replacement for such person promptly after you provide ProNexus with a reasonable description of the performance problem.

5. **Limitation of Liability.** We make no express or implied warranties, including, but not limited to any warranty of quality, performance, merchantability or fitness for any purpose with respect to any professional services performed or any goods provided, including, but not limited to, financial, accounting, internal audit, risk & compliance, and information technology services or software developed for you. Under no circumstances, will ProNexus be liable for incidental, indirect or consequential damages (including loss of profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility, and our maximum liability for any specific engagement, if any case, will not exceed the fees actually paid to us for that engagement.

6. Confidential Information.

6.1 Our Consultant will agree to execute any confidentiality agreement that you may require. You are responsible for obtaining our Consultant's signature. You acknowledge and agree to hold in confidence the identity of any ProNexus Consultant including but not limited to Consultant's profiles, social security number, and other legally protected personal information. You also agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification, or disclosure.

6.2 ProNexus acknowledges that it may receive in connection with this engagement confidential information relating to your business, including but not limited to, information regarding your company's products, services or offerings; planned marketing or promotion of your company's inventions, patents, applications, discoveries, software in various stages of development, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", trade secrets any and all customer information, including without limitation, customer lists, customer names, addresses, property descriptions, credit information, and loan offer and approval information, and all other information related to customers, price lists and pricing policies; financial information received from others that you are obligated to treat as confidential (collectively and separately, "Confidential Information"). ProNexus agrees that all information provided pursuant to this engagement is confidential and proprietary information, whether furnished before or after the date hereof, whether oral or written, and regardless of the manner in which it was furnished and shall be subject to the terms and conditions of this engagement. ProNexus shall not use any Confidential Information provided by you for any purpose other than as permitted or required for performance under this engagement, or as otherwise agreed to between the parties.

6.3 All data and information contained herein and provided by ProNexus, LLC is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed to, or for, any third parties without the express prior written consent of ProNexus, LLC.

7. **Entire Agreement.** These T&Cs contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understanding on these topics. Our consultants do not have authority either to verbally modify these T&Cs or to assume additional responsibilities other than those set forth in the T&Cs.



CITY COUNCIL MEETING

DATE: August 14, 2023

SUBJECT: Resolution Approving Sale of Alter Road Properties

SUMMARY: The City in reviewing its properties owns 1296,1264, 1596 and 1588 Alter Road in the City of Detroit. These properties were purchased by the City back in 2008 and 2012 by the City Council and Real Estate Development Committee. In total about \$ 33,500 to purchase all four properties. City Administration met with a subcommittee of the planning commission and recommended moving forward with selling these four properties.

Per the City Charter and Code, a sealed competitive bid process is required to sell real property. However, this sealed bidding process may not be the most effective and appropriate course of action for selling this property. It is recommended that enlisting the services of a real estate agent in this case Mike Defauw to market the property is the best course of action. A realtor with residential sales experience can help assist with facilitating comprehensive marketing of the property, through various methods and ensure that the City receives a price/proposal that accurately captures the true value of the property.

Utilizing the services of a realtor (Mike Defauw) to sell the property will still result in bids that the City Council will be able to consider. However, given the requirements in the Charter and Code, utilizing the services of a realtor is technically not a sale via "competitive bids." The Charter allows for the Council to pass a formal, unanimous resolution based on the written recommendation of the City Manager to allow for the property to be sold utilizing the services of a realtor. In the event that the Council cannot produce a unanimous vote, the only way for the property to be sold would be via a sealed competitive bid which would require a simple majority vote of the Council to proceed.

Mike has been a realtor in the Grosse Pointe area since 2015 and has over 17 years experience in real estate. In 2021 Mike sold over \$20,000,000 with over \$9,000,000 in Grosse Pointe Park alone making him one of the top producing agents. Mike will have professional photos done of the properties, pay for advertising and have the properties listed on MLS and other real estate platforms.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Two Motions

1. Motion to adopt the Resolution for the Sale of Property to approve the sale of the Alter Road Properties and authorize the City Manager to certify and file.

2. Motion to approve the Listing Agreement with Mike Defauw and authorize the City Manager to execute.

PREPARED BY: Nick Sizeland, City Manager

**CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN**

RESOLUTION FOR SALE OF PROPERTY

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the “City”), held on _____, 2023.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and seconded by _____:

WHEREAS, the City of Grosse Pointe Park (“City”) owns the following properties (collectively referred to as the “Properties”), located within the City of Detroit, which include:

1588 Alter Road, Detroit, MI;
1596 Alter Road, Detroit, MI;
1264 Alter Road, Detroit, MI; and
1296 Alter Road, Detroit, MI.

WHEREAS, after a preliminary analysis, the City Manager makes the recommendation to City Council to sell the Property in that the sale of the Property would be in the best interest of the City;

WHEREAS, the City Manager recommends forgoing the sealed competitive bidding process as set forth in the Code under Sec. 2-249 for sale of Property over Five Thousand (\$5,000) Dollars for the following reasons: (1) the competitive bidding process would not be practical and/or (2) the competitive bidding process would provide no advantage in obtaining a sale that is most advantageous for the City when compared to utilizing the services of a realtor;

WHEREAS, the City Manager has submitted a request to the Council to forego the formal sealed competitive bidding process and authorize the City Manager as the Purchasing Agent of the City to obtain the services of a realtor.

NOW, THEREFORE, BE IT RESOLVED, the Council does hereby authorize the sale of the Properties identified herein located on Alter Road in the City of Detroit;

BE IT FURTHER RESOLVED, as provided in Sec. 2-249 of the City Code, at the written recommendation of the City Manager, the Council hereby waives the competitive bidding procedure in Sec. 2-248 of the City Code, as it is not practical and/or would not provide an advantage to the City;

BE IT FURTHER RESOLVED, in lieu of competitive bidding, the Council hereby grants the City Manager authority to hire and utilize the services of a qualified and licensed realtor who has familiarity with the type of property being sold and/or the location so the City receives offers that would be the most advantageous to the City;

BE IT FURTHER RESOLVED, that the Council will have final authority on whether or not to accept any offers received by the City Manager with the assistance of a realtor.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2023, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2023.

City Manager Nick Sizeland

City of Grosse Pointe Park



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Each Office Is Independently Owned And Operated

Sine & Monaghan Realtors, Real Living OFFICE AND ID#: 365458 Contract Date: 8/9/2023

1. **DURATION OF LISTING:** In consideration of your undertaking to find a purchaser for the real estate described in Paragraph 2 of this Agreement, Seller(s) represent that they are the sole owner(s) of said property and have the right to execute this contract. Seller(s) hereby grant unto Broker and/or Broker representatives, agents, subagents and cooperating broker the sole and exclusive right to show, offer for sale, and sell the described property from

TBD until 11:59 P.M. on TBD

This Agreement shall bind Sellers heirs, personal representatives, administrators, executors, assigns and successors. Upon full execution of a Purchase Agreement, all rights and obligations of this Listing Agreement will automatically extend through the date of the actual closing of said Purchase Agreement Seller(s) acknowledge that Broker has or shall have a copyright on the listing data, including, but not limited to, all text, photographs and remarks in connection therewith, and that this listing data may not be used by any other party without Brokers consent.

2. **PROPERTY DESCRIPTION:** Residential ☐ Condominium ☐ Multi-Family ☐ Commercial/Industrial ☒ Vacant ☐ Other: _____
Property is located in the Village Township ☒ City of DETROIT County of WAYNE, Michigan,
commonly known as (street address) 1264/1296/ 1588/1596 ALTER ROAD MI (zip code) 48066

Legal Description: **MULTIPLE LEGAL DESCRIPTIONS TO BE ADDED ON SEPERATE ADDENDUM PRIOR TO LISTING.** (the Property).

This Property is being sold together with all improvements & appurtenances, if any, now in or on the premises including all buildings, fixtures, built-in appliances, all window treatments including hardware, attached door coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences (including electronic fences and transmitters), mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, satellite dishes, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by Seller, and:

Seller excludes the following items: NONE.

3. **PRICE AND CONDITIONS:** Seller(s) authorize Broker to offer the property for a price of \$ 20K PER LOT to be paid as follows (mark all that apply)
☒ Cash ☐ Cash to New Mortgage ☐ Lease ☐ Land Contract ☐ 1031 Exchange
Anywhere the term Seller/Buyer appears in this Agreement shall include Landlord(Owner)/Tenant; and anywhere the terms Sell(ing)/Purchase(ing) appear shall include Lease or Leasing. Owner shall determine if there is a local rental or leasing ordinance wherein the Property physically resides and comply with any and all local municipality requirements

4. **DEFAULT:** If a sale is not consummated because of the Seller's refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the Buyer failure to perform and the deposit made is forfeited, Seller agrees that 50% of the deposit (but not in excess of the amount of the full commission) shall be retained by the Broker in full payment for services rendered in this transaction.

5. **COMMISSION AMOUNT AND OBLIGATION TO PAY:** If a ready, willing and able purchaser is obtained by Broker, Seller or anyone during the term of this contract or any extension of this contract, the price and conditions herein named, or under any other price, terms, option or exchange to which Seller(s) consent, Seller(s) agree to pay Broker \$2000 per lot. 1K per side. 2K total for both sides buyer/seller. as commission for services rendered. If lease term is less than one year, the commission shall be equal to one-month rent. Seller(s) understand that a Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Seller(s) and is not fixed, controlled, recommended or maintained by any persons not a party to the listing agreement.

6. **PROTECTION PERIOD:** Seller(s) further agree that the previously stated commission amount shall be paid to Broker if the property is sold or otherwise conveyed within 180 days after the expiration of this Agreement, or any extension thereof, to anyone who earned of the property through the efforts of Broker or Broker agents, representatives, subagents, cooperating agents or transaction coordinators during the term of this Agreement. However, Seller(s) shall not be obligated to pay such commission if Seller(s) have entered into a valid listing agreement with another REALTOR during the term of this Protection Period

7. **MULTI-LIST/COOPERATION:** The Broker is authorized to list the Property in the Multiple Listing Services (MLS). The MLS is authorized to disseminate the information so provided to its Participants according to its rules and regulations. The Seller authorizes the Broker to offer cooperation as provided by the MLS, either through the MLS or otherwise, and to offer such compensation to cooperating brokers as established by the Broker. The compensation to be paid to a cooperating broker is completely within the discretion of the Broker and is not fixed, controlled, recommended, or maintained by any person or entity not a party to this Contract, and the Broker has the authority to change said compensation at any time and further it is understood that compensation paid to a cooperating broker will be paid from the commission due the Broker hereunder unless otherwise agreed upon in writing.

8. **CANCELLATION:** This Contract can be cancelled by Seller only with mutual written consent of both Broker and Seller. Sales Agent acknowledging the receipt of this contract does NOT have authority to cancel this contract Broker may cancel this contract unilaterally in the event that Seller files bankruptcy is involved in a foreclosure action, does not have the funds necessary to close a transaction on this property, or at any time and for any cause, upon written notice to Seller.

9. **TITLE:** Seller represents the title to the Property to be a good and marketable title and Seller will execute and deliver Warranty Deed, Land Contract, or other instruments of assignment or conveyance as shall be required. By agreement on a subsequent Purchase Agreement, Seller will furnish an owner's title insurance policy without standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record. Seller(s) acknowledges that the proceeds available from the sale of this property may be insufficient to pay off all liens and underlying debts and encumbrances. Seller(s) hereby represent that he/she is able and willing to bring additional funds to closing if necessary to convey clear and unencumbered title to Buyer.

10. **TRANSACTION MANAGEMENT FEE:** Seller agrees to pay Sine & Monaghan Realtors, Real Living, \$245 at the closing for retaining all records pertaining to the sale of the property or \$75 at the closing for retaining all records pertaining to the lease of the property for a period of seven (7) years as required by applicable federal & state laws & regulation.

11. **SHOWING/SIGNS:** Broker shall have access to the buildings and/or property for the purposes of showing at reasonable hours. Broker is hereby authorized to photograph the Property and publish such photographs, retain a key, cause a "For Sale" sign to be erected on the property, and to remove all other "For Sale" signs. Seller acknowledges that there can be a risk of damage to underground lawn sprinkler systems and invisible fences associated with sign installation. Seller agrees to pre-mark the locations of any such amenities. Seller agrees that Broker and its sign installation contractor assume no risk or liability for any damage that may result from sign installation.

12. **LOCK BOX:** The Broker ☒ is ☐ is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. Seller agrees to save and hold Broker, its agents & subagents, harmless from any liability for damage to furnishings, losses caused by theft, mysterious disappearance of personal property, vandalism, or injury to persons which result or may have resulted from unauthorized access made possible by the lockbox process.

13. **MARKET:** Upon Sellers written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the Broker shall not continue to market the Property nor present any other offers received after the time of acceptance.

14. **REFERRAL:** Seller agrees to refer to the Broker all inquiries concerning the Property during the period of this Agreement

15. **CITIZENSHIP:** Seller is a United States citizen. ☒ Yes ☐ No
16. **HEIRS:** The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns, and successors of the respective parties.
17. **NON-DISCRIMINATION:** It is agreed by the Broker and the Seller, parties to this Agreement, that as required by law, discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, physical or mental disability, or familial status, by said parties in respect to the sale of the Property is PROHIBITED.
18. **BINDING CONTRACT:** This Contract shall be binding upon execution by Seller(s) or Seller(s)' agents and Broker or the agent of the Broker.
19. **USE & OCCUPANCY:** Seller(s) agree to provide possession of the property to the Purchaser within 0 days of the date of closing.
20. **REQUIRED CERTIFICATIONS:** If an inspection and certification of the premises is required by local ordinance, State or Federal Law or Purchasers lending institution, Seller(s) agree to pay for said inspections.
21. **CERTIFICATION OF ACCURACY OF DATA:** Seller(s) agree to provide Broker and Buyer with all information required by law and hereby certifies to Broker that all such data, specifically including, but not limited to, the principal residence exemption, and all information in connection with liens, mortgages and/or judgments on the above described Property, is to the best of Sellers knowledge correct, and that Broker will rely upon such data as being complete and accurate and Seller(s) warrant and covenant that to the best of Sellers knowledge the above described Property contains no defects or violations of law (except as may be noted in the Seller Disclosure Statement).
22. **INDEMNIFICATION BY SELLER(S):** Seller(s) agree to indemnify and hold Broker and Broker representatives, agents, sub-agents and cooperating broker harmless for any damages or costs that Broker or Broker representatives, agents, sub-agents and cooperating broker may incur because of Seller's failure to disclose any violations or defects and/or for any dangerous conditions on the Property. Seller(s) shall indemnify and hold Broker and Broker representatives, agents, sub-agents and cooperating broker harmless from any and all liability for any result of injury to persons or damage or loss to property arising out of the showing and/or marketing of the Property pursuant to this Agreement. Seller(s) acknowledges that Broker assumes no responsibility for monitoring or maintaining the above described property or for any damage that might result from any weather condition, including freezing. Seller(s) acknowledges that Broker has recommended that the Property be professionally winterized by a licensed plumber and that the heat and electricity remain in service.
23. **SELLER'S DISCLOSURE STATEMENT:** Unless this property is exempt under Section 3 of the Public Act of 1993 (Sellers Disclosure Act), Seller(s) have completed the Sellers Disclosure Statement required by Michigan law and Seller(s) is providing that completed form to Broker simultaneously with signing this Agreement.
24. **HOME WARRANTY:** Seller shall provide the Buyer with a Home Warranty to be paid by Seller at closing at a cost of 0.00.
25. **CONSENT TO ADDITIONAL COMPENSATION:** Seller(s) acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire theft, food, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by the provision of Rules 321 (1) and 321 (2) promulgated under the Michigan Real Estate License Law.
26. **SPECIAL ASSESSMENTS:** Seller(s) agree to pay, at or before the closing, for any condominium or special assessments for public improvements which have been confirmed by proper authority prior to the date of closing, unless otherwise negotiated as part of the Purchase Agreement, or unless indicated in this Agreement.
27. **DESIGNATED AGENCY:** Broker hereby designates the following Salesperson(s) as the Sellers Designated Agent(s):

MICHAEL DEFAUW

Seller shall only have an agency relationship with Broker, the Designated Agent(s) listed above & the following Supervisory Broker: DEAN SINE

If a potential buyer is represented by a Designated Agent employed by Broker other than the Designated Agent(s) named above, Broker and all Supervisory Brokers shall automatically be deemed to be Disclosed Consensual Dual Agents. "Dual Agency" as used herein, shall not include the situation where a potential buyer of the Seller's property is represented by a designated agent (employed by Broker) that does not have an agency relationship with the Seller.

In the event that one of the Designated Agents named above also represents a potential buyer for this Property as a Designated Agent, a Disclosed Consensual Dual Agency shall occur and the parties shall enter into a separate written Dual Agency Agreement at that time. Seller(s) acknowledge and understand that when they are being represented by a dual agent that their agent will be representing them in a limited fiduciary capacity and cannot provide the full range of fiduciary duties.

28. **RECOMMENDATION FOR COUNSEL:** Broker recommends that all parties to this Agreement seek the advice of any attorney, financial planner and/or accountant for professional guidance relative to any and all legal and tax consequences related to selling or leasing the Property.

29. **ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION; ACKNOWLEDGMENT OF RECEIPT OF COPY:** This Listing Agreement constitutes the entire agreement between Seller(s) & Broker and any prior negotiations agreements, whether oral or written, are not valid unless set forth herein. No modification of this Listing Agreement shall be valid, unless made in writing & signed by both Seller(s) & Broker. Seller(s) acknowledge receipt of a copy of this Agreement signed & dated by all parties.

SIGNATURES OF THE PARTIES

Sine & Monaghan Michael Defauw 08/09/23
BROKER

MICHAEL DEFAUW
SALESPERSON (AGENT OF THE BROKER)

18412 MACK AVE
STREET ADDRESS

GROSSE POINTE PARK MI 48230
CITY/STATE/ZIP

313-820-5428
TELEPHONE

CITY OF GROSSE POINTE PARK
SELLER DATE PRINT NAME

SELLER DATE PRINT NAME

STREET ADDRESS

CITY/STATE/ZIP

TELEPHONE

TELEPHONE



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: CITY OF GROSSE POINTE PARK

Property: 1264/1296 1588/1596 ALTER ROAD MI DETROIT 48066

Date: 8/9/2023

This is to give you notice Sine Monaghan, Realtors Real Living has a business relationship with Associates Title Agency, LLC. The principals of Sine Monaghan, Realtors Real Living have an ownership interest of approximately 50% in Associates Title Agency LLC and because of the relationship, this referral may provide Sine Monaghan, Realtors Real Living, and/or its principals, a financial or other benefit.

Set forth below is the estimated charge, or range of charges, for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the purchase, sale, refinance, or settlement of your transaction on the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

The rates charged by Associates Title Agency, LLC for title insurance underwriters are filed with the State of Michigan and are available upon request. Title insurance premium depends on purchase price. An estimated range of charges is set forth and summarized as follows:

- Title Insurance – Owners Policy: Approximately 1.0% - .24% of the property sales price for property sales prices of \$50,000 - \$4,000,000.
- Title Insurance – Loan Policy: Approximately .56% - .12% of the loan amount of the property being purchased (this range of rates assumes an Owners Policy of equal or greater value is also being issued simultaneously).
- Closing Fee to Purchaser: \$575.00 - \$595.00.
- Closing Fee to Seller: \$200.00 - \$299.00, if applicable.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Sine Monaghan, Realtors Real Living is referring me/us to purchase the above described settlement service and may receive a financial or other benefit as a result of this referral.

By: CITY OF GROSSE POINTE PARK

By: _____

Date: _____

Date: _____



Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☒ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☐ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Michael DeFauw 08/09/23
 Licensee **Michael DeFauw**

 Date

 Licensee

 Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as ☒ SELLER _____ BUYER.

Potential ☐ Buyer ☒ Seller (check one) CITY OF GROSSE POINTE PARK

 Date

Potential ☐ Buyer ☐ Seller (check one)

 Date

This agency relationship is specific to vacant lots located at 1264, 1296, 1588 and 1596 Alter Rd. Detroit, MI 48066



Disclaimer This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



Short-Term Rentals Discussion



An aerial photograph of a suburban neighborhood. The image shows a grid of streets with houses on either side. The houses are mostly single-story or two-story, with varying roof colors like brown, grey, and white. There are many green trees scattered throughout the neighborhood, some in front yards and some in backyards. Some houses have swimming pools visible in their backyards. The overall scene is a typical suburban residential area.

Short Term Rentals Defined

- A property that offers the rental of a dwelling unit for compensation, for periods of 28 consecutive days or less.
- May be partially owner-occupied for all or part of a rental period.
- Airbnb or Vrbo listings.

Short Term Rentals in Grosse Pointe Park

- Short term rentals are currently NOT described in the Code.
- The City does have a robust inspection and registration program in place for all rental properties including the Landlord Business License and Certificate of Occupancy.
- Some registered rental properties are known to be short-term rentals; however, the exact number cannot be known at this time.
- City Council passed a Resolution in 2021 Opposing HB 4722 which would have not allowed Grosse Pointe Park and all Michigan Municipalities to determine how many short term rentals, days a property could be rented or otherwise enact zoning ordinances.
- 21% of property parcels are rental in Grosse Pointe Park.
- The City has received calls from residents, realtors and other parties interested to learn about Short Term Rentals in Grosse Pointe Park. City Administration and Office Staff recommend moving forward with considering further clarity for Short Term Rentals in Grosse Pointe Park

Why is there Short Term Rental Interest in Grosse Pointe Park

- Lack of available Hotels in area, closest are located in Downtown Detroit and City of Roseville
- Major house renovations needing a short term living space
- Real Estate Transfers
- Visiting families and friends
- Close to Downtown Detroit
- Topic has been dormant of late with the State Legislature, was a major topic of discussion for several years

Future Planning



City of Detroit Conventions hosted at Huntington Place and Sporting Events at Little Caesars Arena, Ford Field and Comerica



NCAA Mens Basketball Regional Tournament March 29-31 2024



The NFL Draft April 25-27 2024 in
Downtown Detroit

312,000 Visitors to Kansas City

600,000 Visitors to Nashville

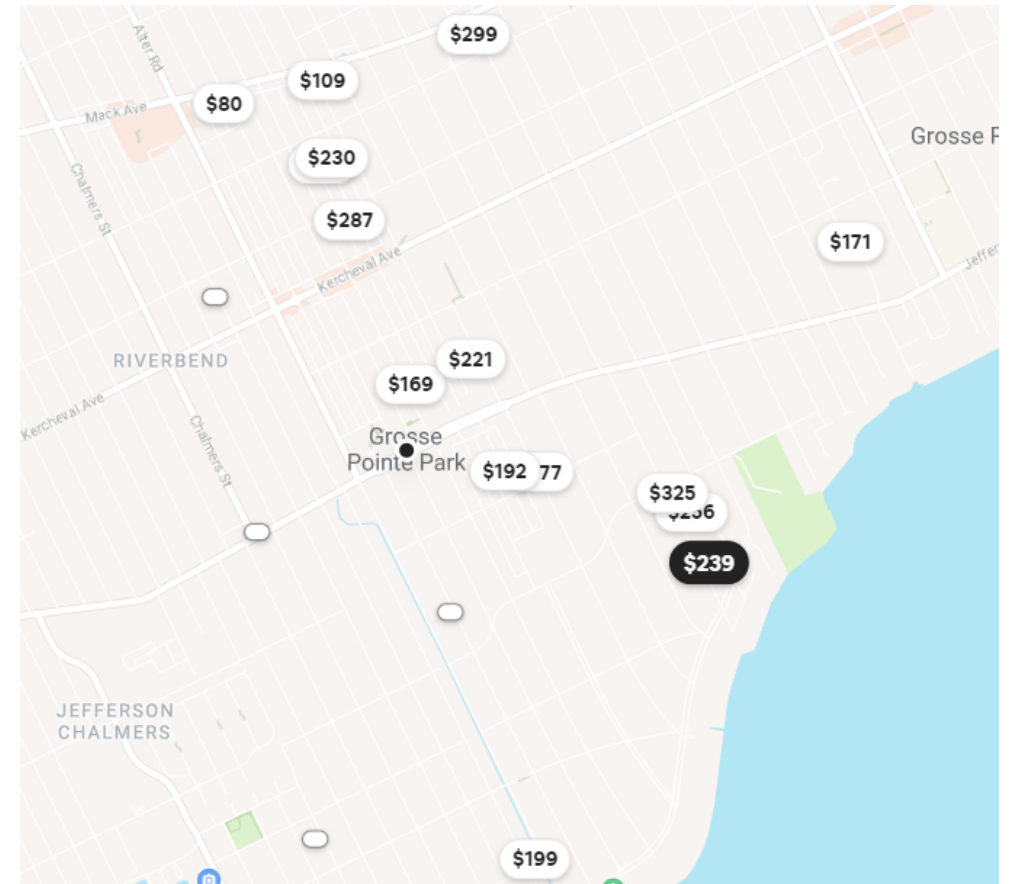
160,000 Visitors to Cleveland

Super Bowl XL brought 100,000 Visitors to Detroit

Vrbo Listings



Airbnb Listings



How are Short Term Rentals commonly regulated?

- Through the Zoning Ordinance as a land-use. For example, are they allowed in some or all residential zoning districts?
- Through a general police-power ordinance that typically establishes the following regulations:
 - Registration & Inspection requirements
 - Parking requirements
 - Density or overall quantity limitations
 - Use standards such as good neighbor guidelines, local agent
 - Violations and penalties for license suspension/revocation

Next Steps

- Should short-term rentals be allowed in Grosse Pointe Park?
- If no, adopt an ordinance, likely a zoning ordinance amendment.
- If so, adopt an amendment to the zoning ordinance and pass a regulatory ordinance that establishes standards and regulations.
- Any amendment to the Zoning Ordinance will require a public hearing by the Planning Commission.
- It is recommended that the Planning Commission also be the initial body to develop the regulatory ordinance.
- Planning Commission should seek the input of realtors, homeowners, tenants and entities owning properties in Grosse Pointe Park

