

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 15, 2010 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Pat Binish, Resurrection Life Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of November 1, 2010, special joint meeting with Planning Commission of November 8, 2010 and work session of November 8, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Sharon Woods, Land Use USA, to present the Turn on 28th Street Marketing Plan.
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
No. 23: To Appropriate \$50,000 of budgetary authority to provide funding for Repair of Sidewalks within the City.
- 14) Consent Agenda**
(All items under this section are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Council member and will be considered separately.)
 - a) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Stockwell Manufacturing, Co. (December 6, 2010 at 7:01 p.m.)
 - b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Weller Truck Parts, LLC. (December 6, 2010 at 7:02 p.m.)
 - c) To Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
 - d) To Appoint Robert C. Van Ee as a Member of the Community Enrichment Commission for the City of Wyoming

15) Resolutions

e) To Join the Michigan Liquid Asset Fund Plus

16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

f) To Accept a Proposal for Investment Manager Advisory Services and to Authorize the Mayor and City Clerk to Execute the Contract

g) For Award of Bids

1. Computer Hardware & Software

2. Winter Mix Asphalt

3. Gravel & Blast Furnace Slag

17) Ordinances

a) 12-10: An Ordinance to Amend Portions of Section 86-36, 86-172 and 86-292 and to Add Sections 86-141 and 86-253(b) to the Code of the City of Wyoming (Water System and Sanitary Sewer System) FIRST READING

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: November 15, 2010

Budget Amendment No. 023

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$50,000 of budgetary authority to provide funding for Repair of Sidewalks within the City.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Sidewalk Fund</u>				
Public Works - Sidewalk Repair - Salaries 211-441-44210-706.000	(\$11,390)	\$15,000		\$3,610
Public Works - Sidewalk Repair - Maintenance Supplies 211-441-44210-775.000	\$5,000	\$10,000		\$15,000
Public Works - Sidewalk Repair - Repairs and Maintenance 211-441-44210-930.000	(\$3,160)	\$30,000		\$26,840
Fund Balance/Working Capital (Fund 211)				\$ 55,000

Recommended: _____
Finance Director

_____ City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

11/15/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR STOCKWELL MANUFACTURING CO.

WHEREAS, the City established Industrial Development District Number 111, under Act 198, Public Acts of 1974, as amended by adopting Resolution Number 11607 on September 3, 1985, and

WHEREAS, after the district was established Stockwell Manufacturing Co. filed an application for an Industrial Facilities Exemption Certificate under Act 198 for personal property having an estimated cost of \$3,000,000.00, to be located at 4971 Clay Avenue SW, Wyoming, Michigan, and

WHEREAS, Act 198 requires the City to hold a public hearing on the approval of this application; now therefore,

BE IT RESOLVED, that the Wyoming City Council takes the following action:

1. A public hearing on whether to approve the application by Stockwell Manufacturing Co. for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on December 6, 2010, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.

2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 15th day of November, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

11/15/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR WELLER TRUCK PARTS, LLC

WHEREAS, the City established Industrial Development District Number 231, under Act 198, Public Acts of 1974, as amended by adopting Resolution Number 19082 on May 24, 1999, and

WHEREAS, after the district was established Weller Truck Parts, LLC filed an application for an Industrial Facilities Exemption Certificate under Act 198 for real property having an estimated cost of \$4,211,000 and personal property having an estimated cost of \$100,000.00, to be located at 1500 Gezon Parkway SW, Wyoming, Michigan, and

WHEREAS, Act 198 requires the City to hold a public hearing on the approval of this application; now therefore,

BE IT RESOLVED, that the Wyoming City Council takes the following action:

1. A public hearing on whether to approve the application by Weller Truck Parts, LLC for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on December 6, 2010, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.

2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 15th day of November, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS, the City has entered into a contract with Consumers Energy Company which provides for a Consumers Energy Company owned streetlighting system within certain parts of the City, and

WHEREAS, the City desires to have Consumers Energy Company replace three 7,500 lumen mercury vapor streetlights with 8,500 lumen high pressure sodium streetlights located at Wyoming Ave., SW, and Lee Street, SW; now, therefore,

BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached "Authorization for Change in Standard Streetlighting Contract" and the accompanying Consumers Energy Resolution.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 15th day of November, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments

Resolution No. _____

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

Consumers Energy Company is hereby authorized as of the 15th day of November, 2010, by the City of Wyoming, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Wyoming, dated October 20, 1986.

- Energy-Only Streetlighting Rate L-1
- Customer-Owned Streetlight System Rate L-2
- Company-Owned Streetlight System Rate L-3

<u>Number of Luminaires</u>	<u>Nominal Lumen Rating</u>	<u>Light Source</u>	<u>Installation or Removal</u>	<u>Voltage Service</u>	<u>Point of Attachment With Company's Dist System</u>	<u>Location</u>
3	7500	MV	Removal	120/240		Wyoming Ave & Lee SW
3	8500	HPS	Installation	120/240		Wyoming Ave & Lee SW

Notification Number #1008759825

Construction Work Order Number #14695903

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated October 20, 1986, shall remain in full force and effect.

By: Its Mayor, Jack A. Poll

By: Its Clerk, Heidi A Isakson

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the streetlighting service as provided in the Standard Streetlighting Contract between the Company and the City Village Township of Wyoming, dated October 20, 1986, in accordance with the Authorization for Change in Standard Streetlighting Contract dated as of November 15, 2010, heretofore submitted to and considered by this Commission Council Board; and

RESOLVED, further, that the Mayor, Jack Poll and Heidi A Isakson, Clerk be and are authorized to execute such authorization for change on behalf of the City Village Township.

STATE OF MICHIGAN)
) ss
COUNTY OF Kent)

I, Heidi A. Isakson, Clerk of the City Village Township of Wyoming do hereby certify that the foregoing resolution was duly adopted by the Commission Council Board of said municipality, at the meeting held therein on the 15th day of November, 2010.

City Village Township Clerk

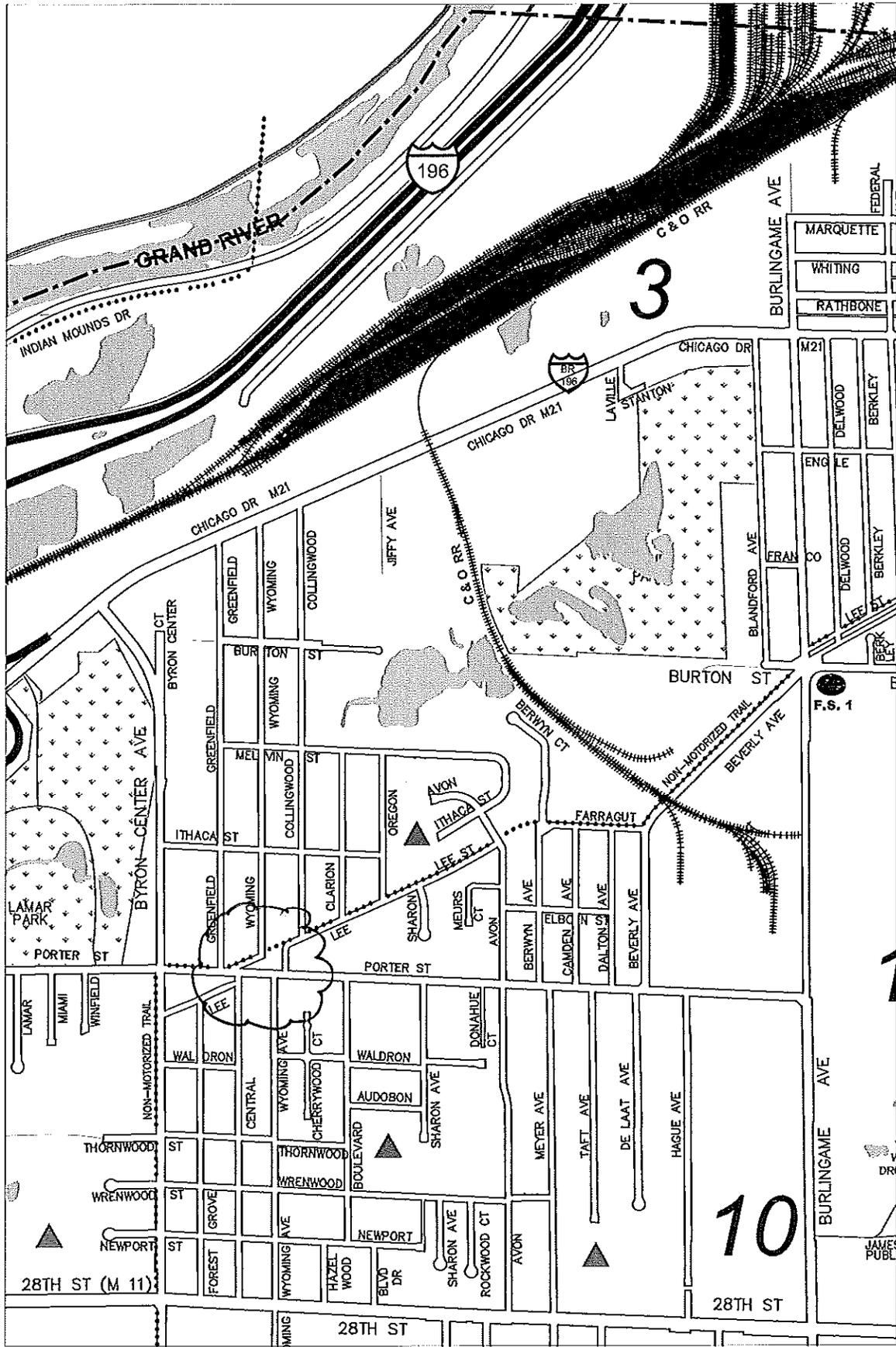
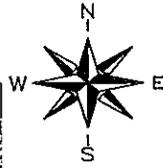
Heidi A. Isakson

Dated:

2400

2000

1600



See Page 1

See Page 3

2000

2000

2400

2400

2800

2800

2400

2000

1600

See Page 6

RESOLUTION NO. _____

RESOLUTION TO APPOINT ROBERT C. VAN EE AS A MEMBER OF THE
COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS, Robert C. Van Ee has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming, and

WHEREAS, a vacancy exists in an unexpired term ending June 30, 2012 on the Community Enrichment Commission, and

WHEREAS, it is the desire of the City Council that Robert C. Van Ee be appointed to fill that unexpired term on the Community Enrichment Commission now, therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan does hereby appoint Robert C. Van Ee as a member of the Community Enrichment Commission of the City of Wyoming for the unexpired term ending June 30, 2012.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 15th day of November, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO JOIN THE MICHIGAN LIQUID ASSET FUND PLUS

A regular meeting of the Wyoming City Council was called to order by Mayor Jack Poll on November 15, 2010 at 7:00 p.m.

Members Present: _____

Members Absent: _____

WHEREAS, Public Act 20 of 1943, MCLA 129.91, et seq, as amended ("Public Act 20"), authorizes the Local Unit to invest surplus funds in certain permissible investments; and

WHEREAS, the Surplus Funds Investment Pool Act, Act No. 367 of the Public Acts of 1982, MCL 129.11, et seq, as amended, authorizes political subdivisions organized under the laws of the State of Michigan, including counties, cities, villages, townships, school districts and other authorities (collectively "Political Subdivisions") to invest surplus funds in certain investment pools; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 4, Ex, Sess. No. 7, MCLA 124.501, et seq., as amended, provides that two or more Political Subdivisions may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities and may enter into such joint agreements as may be deemed appropriate for such purposes when such agreements have been adopted by all such cooperating Political Subdivisions; and

WHEREAS, the Declaration of Trust (Interlocal Agreement), as amended, and an Information Statement relating to the Michigan Liquid Asset Fund Plus (the "Fund") have been presented to this board; and

WHEREAS, the Declaration of Trust, as amended, authorizes Political Subdivisions to adopt and enter into the Declaration of Trust and become participants of the Fund; and

WHEREAS, this Board deems it advisable for the Local Unit to adopt and enter into the Declaration of Trust and become a participant of the Fund for the purpose of the joint investment of the Local Unit's money and those of other Political Subdivisions so as to enhance the investment earnings accruing to each Political Subdivisions; now therefore,

BE IT RESOLVED AS FOLLOWS:

1. The Local Unit shall join with other Political Subdivisions in accordance with the provisions of Public Act 20, the Surplus Funds Investment Pool Act and the Urban Cooperation Act of 1967, as such laws are applicable, by becoming a participant of a Fund in entering into the Declaration of Trust, which Declaration of Trust is adopted by reference thereto with the same effect as if it had been set out verbatim in this resolution. A copy of the Declaration of Trust shall be filed with the minutes of the meeting at which this resolution was adopted; and

MICHIGAN LIQUID ASSET FUND PLUS

**(a Michigan Entity formed pursuant to
the Urban Cooperation Act of 1967)**

INTERLOCAL AGREEMENT

(DECLARATION OF TRUST)

(Amended and Restated as of November 1, 2006)

TABLE OF CONTENTS

RECITALS	<u>Page</u> 1	
 ARTICLE I THE FUND		
Section 1.1	Name	2
Section 1.2	Purpose and Participants	2
Section 1.3	Location	3
Section 1.4	Nature of Fund	3
Section 1.5	Definitions	3
 ARTICLE II TRUSTEES		
Section 2.1	Number and Qualifications	5
Section 2.2	Initial Participants and Organizational Trustees	6
Section 2.3	Term of Office	8
Section 2.4	Election of Trustees	8
Section 2.5	Resignation and Removal	8
Section 2.6	Vacancies	9
Section 2.7	General Trustee Powers	9
Section 2.8	Legal Title	10
Section 2.9	Disposition of Assets	10
Section 2.10	Taxes	10
Section 2.11	Rights as Holders of Fund Property	11
Section 2.12	Delegation; Committees	11
Section 2.13	Collection	11
Section 2.14	Payment of Expenses	11
Section 2.15	Borrowing and Indebtedness	12
Section 2.16	Deposits	12
Section 2.17	Valuation	12
Section 2.18	Fiscal Year	12
Section 2.19	Concerning the Fund and Certain Affiliates	12
Section 2.20	Investment Program	13
Section 2.21	Remedies	13
Section 2.22	Miscellaneous Powers	13
Section 2.23	Further Powers	14

ARTICLE III

THE INVESTMENT ADVISOR AND OTHER SERVICES TO THE TRUST

Section 3.1	Appointment of Investment Advisor	14
Section 3.2	Other Services to the Trust	14

ARTICLE IV

INVESTMENTS

Section 4.1	Statement of Investment Policy and Objective	15
Section 4.2	Restrictions	15
Section 4.3	Restrictions as Fundamental to the Fund	16

ARTICLE V

LIMITATIONS OF LIABILITY

Section 5.1	Liability to Third Persons	16
Section 5.2	Liability to the Fund or to the Participants	17
Section 5.3	Indemnification	17
Section 5.4	Surety Bonds	18
Section 5.5	Apparent Authority	18
Section 5.6	Recitals	18
Section 5.7	Reliance on Experts, Etc.	18

ARTICLE VI

CHARACTERISTICS OF SHARES

Section 6.1	Beneficial Interest	19
Section 6.2	Rights of Participants	19
Section 6.3	Series or Class Designation	19
Section 6.4	Allocation of Shares	19
Section 6.5	Register of Shares of Beneficial Interest	20
Section 6.6	Transfer of Shares	20
Section 6.7	Voting Rights of Participants	20
Section 6.8	Reduction to Maintain Constant Net Asset Value	21
Section 6.9	Redemptions	21
Section 6.10	Suspension of Redemption; Postponement of Payment	21
Section 6.11	Minimum Redemption	21
Section 6.12	Defective Redemption Requests	22
Section 6.13	Allocation of Certain Expenses	22

ARTICLE VII

DETERMINATION OF NET ASSET VALUE AND NET INCOME; DISTRIBUTIONS TO PARTICIPANTS

Section 7.1	By-Laws to Govern Net Asset Value, Net Income and Distribution Procedures	22
-------------	--	----

ARTICLE VIII

CUSTODIAN

Section 8.1	Duties	22
Section 8.2	Sub-Custodian	22
Section 8.3	Successors	23
Section 8.4	Custodian as "Depository"	23
Section 8.5	Additional Custodians	23

ARTICLE IX

DURATION, AMENDMENT OR TERMINATION OF FUND

Section 9.1	Duration	23
Section 9.2	Amendment	23
Section 9.3	Reorganization	24
Section 9.4	Termination	24

ARTICLE X

MISCELLANEOUS

Section 10.1	Governing Laws	25
Section 10.2	Counterparts	25
Section 10.3	Provisions in Conflict with Law	25
Section 10.4	Adoption of Michigan School Districts and Public Agencies	25

APPENDIX A Information Regarding Execution (Signature Page)

THIS DECLARATION OF TRUST made as of the 22nd day of May, 1987, by Michael P. Flanagan, Superintendent, Farmington Public Schools and Jack D. Oatley, Associate Superintendent, Kent Intermediate School District, on behalf of their respective school districts as the Initial Participants, and as amended and restated as of November 1, 2006, by the then Participants.

WITNESSETH:

WHEREAS, Section 28 of Article 7 of the 1963 Constitution of the State of Michigan provides, among other things, that the Legislature of the State of Michigan shall authorize two or more public agencies to enter into contractual undertakings for the joint administration of any functions each party would be separately empowered to perform, to share costs and responsibilities of such functions, and to cooperate with one another; and

WHEREAS, Section 4 of Mich. Pub. Acts 1967, Ex. Sess., No. 7, entitled "An Act to provide for interlocal public agency agreements, etc." MCLA 124.501 et seq.; MSA 5.4088 et seq., as amended, provides that a public agency of the State of Michigan may exercise jointly with any other public agency of the State of Michigan any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, this Declaration of Trust is intended to be an "Interlocal Agreement" entered into pursuant to Section 5 of the Urban Cooperation Act of 1967, MCLA 124.505; MSA 5.4088 (5), as amended, for the purpose of better exercising the Participants' authority to invest their respective funds in accordance with Sections 622, 1221 and 1223 of Mich. Pub. Acts 1976, No. 451, MCLA 380.622; MSA 15.4622, MCLA 380.1221; MSA 15.41221 and MCLA 380.1223; MSA 15.41223, as amended (the "School Code"); and

WHEREAS, the Initial Participants, each "public agencies" as defined in Section 2 of the Urban Cooperation Act of 1967, MCLA 124.502, as amended, has duly adopted a resolution authorizing the respective Initial Participants to become parties to this Interlocal Agreement; and

WHEREAS, the Initial Participants desire to enter into an agreement and thereby establish an entity for joint investment, pursuant to this Declaration of Trust, for the purpose of combining their respective available investment funds so as to enhance investment opportunities available to them and increase the investment earnings accruing to the benefit of the Participants; and

WHEREAS, it is proposed that the beneficial interest in the Fund's assets shall be evidenced by a share register maintained by the Fund or its agent; and

WHEREAS, the Participants anticipate that other public agencies of the State of Michigan may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Participants hereby declare that all money and property contributed to the Trust established under this Declaration of Trust shall be held

and managed in trust for the proportionate benefit of the holders of record from time to time of shares of beneficial interest issued and to be issued hereunder without privilege, priority or distinction among such holders, except as otherwise specifically provided herein, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

THE FUND

1.1 Name. The name of the entity created by this Declaration of Trust shall be the "Michigan Liquid Asset Fund Plus" (the "Fund") and, so far as may be practicable, the Trustees shall conduct the Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "Fund" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisors, consultants, accountants, or Participants of the Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, the Trustees shall have full and complete power to change the name of the Fund at any time and from time to time in their sole and absolute discretion, without the affirmative vote of a majority of Participants entitled to vote as set forth in Article IV hereof; provided, that notice of any such change of name shall be promptly given to the Participants and the Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the laws of the State of Michigan or the United States of America so as to protect and reserve the right of the Fund in and to such name,

1.2 Purpose and Participants.

(a) The purpose of the Fund is to provide a separate legal entity through which public agencies organized under the Laws of the State of Michigan may jointly exercise their authority to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted under Sections 622, 1221 and 1223, or other applicable laws. A public agency may place funds in the Fund as a Participant and become a beneficiary of Shares only after the Board of such public agency has duly adopted a resolution, or other applicable official action, authorizing such public agency to become a Participant of this Fund and adopting this Declaration of Trust.

(b) No public agency shall become a Participant unless it is an initial participant or unless and until it has adopted this Declaration of Trust in accordance with Section 15.6 hereof. It is necessary for a public agency to place one dollar (\$1.00) in the Fund in order to become a Participant, and a minimum investment balance must be maintained by a public agency which has become a Participant in the amount of one dollar (\$1.00) in order for a public agency to continue to be a Participant.

(c) No school district shall become a Participant unless and until it becomes a member in good standing of the Michigan Association of School Boards. In the event that a Participant ceases to be a member in good standing of the Michigan

Association of School Boards, the Participant shall no longer be considered a Participant in the Fund and the Fund shall, within a reasonable period as deemed by the Trustees, redeem all of the Shares of said Participant at the Net Asset Value (as defined in Article VII of this Declaration of Trust) of the Participant's Shares as of the day that the Participant was no longer a member in good standing of the Michigan Association of School Boards.

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

1.4 Nature of Fund. The Fund shall be a separate legal and administrative entity organized and existing pursuant to the investment pool provisions of Public Act 132. The Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, fiduciary trust, common law trust, business trust, investment company or joint stock company. The Participants shall have such rights as are conferred upon them hereunder.

1.5 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context otherwise requires:

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlled, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board" shall mean the school board of each Participant school district or executive board of each public agency.

"Board of Trustee" shall mean the governing body of the Fund as provided in Article II hereof.

"Class" shall mean a category of a Series of Shares authorized by the Trustees pursuant to Article VI hereof.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. Reference in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Fund" shall mean the common law trust created by this Declaration of Trust.

"Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Fund or Trustee and all income, profits and gains therefrom and which, at such time is owned or held by, or for the account of, the Fund or the Trustees.

“Information Statement” shall mean the information statement or other descriptive document or documents adopted as such by the Trustees from time to time.

“Initial Participants” shall mean Michael P. Flanagan, Superintendent, Farmington Public Schools and Jack D. Oatley, Associate Superintendent, Kent Intermediate School District on behalf of their respective school districts and which school districts initially formed this Fund as of May 22, 1987, by the execution and adoption of this Declaration of Trust.

“Interlocal Agreement” shall mean this Declaration of Trust.

“Investment Pool” shall mean an investment pool that is authorized by Public Act 132, being MCLA 380.622, 380.1221 and 380.1223, as amended, and as authorized by the Surplus Funds Investment Pool Act, Act No. 367 of the Public Acts of 1982, being MCLA 129.111 to 129.118; MSA 3.697 (101) to MSA 3.697 (108).

“Laws” shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

“Participants” shall mean the Initial Participants and the school districts and public agencies which enter into this Declaration of Trust pursuant to Section 1.2 hereof.

“Person” shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

“Public Act 367” shall mean Mich. Pub. Acts 1982, No. 367, MCLA 129.111 et seq.; MSA 3.697 (101) et seq., as amended or may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

“Responsible Person” shall mean a Person designated as such by the Trustees from time to time pursuant to Section 4.2 hereof.

“School Code” shall mean Mich. Pub. Acts 1967, No. 451, MCLA 380.1 et seq.; MSA 15.4001 et seq.; as amended or may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

“Section 622” shall mean Section 622 of the School Code, MCLA 380.622; MSA 15.4622, as the same may be amended from time to time or may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

“Section 1221” shall mean Section 1221 of the School Code, MCLA 380.1221; MSA 15:41221, as the same may be amended from time to time or may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

“Sections 1223” shall mean Section 1223 of the School Code, MCLA 380.1223; MSA 15.41223, as the same may be amended from time to time or may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

“Series” shall mean a category of the Shares authorized by the Trustees pursuant to Article VI hereof.

“Shares” or “Share” shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Fund (or any Series thereof) as described in Article VI.

“Share Register” shall mean the register of Shares maintained pursuant to Article VI hereof.

“Trustees” shall mean members of the Board of Trustees of the Fund.

“Urban Cooperation Act” shall mean Section 4 of Mich. Pub. Acts 1967, Ex. Sess., No. 7, MCLA 124.501 et seq.; MSA 5.4088 et seq., as amended, entitled “An Act to provide for interlocal public agency agreements, etc.” as the same may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

ARTICLE II

TRUSTEES

2.1 Number and Qualifications.

(a) The governing body of the Fund shall be the Board of Trustees, the membership of which shall be determined as hereinafter provided. The number of voting Trustees shall be fixed from time to time by resolution of a majority of the Trustees then in office, provided, however, that the number of voting Trustees shall in no event be less than three (3) or more than fifteen (15). The Executive Director of the Michigan Association of School Boards, the Executive Director of the Michigan Association of School Business Officials, and the Executive Director of the Michigan Association of School Administrators, or their respective designees, so long as those organizations or their successors exist, shall be voting Trustees of the Board of Trustees.

(b) Any vacancy may be filled by the appointment of an individual having the qualifications described in this Section 2.1 made by a resolution of a majority of the Trustees then in office. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment shall have (i) accepted in writing such appointment, (ii) agreed in writing to be bound by the terms of this Declaration of Trust and (iii) presented evidence in writing of the granting of an authorization by the Participant with which he is affiliated as an officer or member of a school board, a superintendent of schools, a school district business official, a public agency executive, or a public agency treasurer (a “Qualified Candidate”) to serve as a

Trustee. No reduction in the number of Trustees shall have the effect of removing any Trustees from office prior to the expiration of his term.

(c) Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in Section 2.6 hereof, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust.

(d) A Trustee shall be an individual who is not under legal disability and who is (i) a Qualified Candidate; or (ii) the Executive Director of the Michigan Association of School Boards, the Executive Director of the Michigan Association of School Business Officials, or the Executive Director of the Michigan Association of School Administrators, or their respective designees. There shall be no more than one Trustee affiliated with any one Participant; provided, however, that no Trustee shall be disqualified from serving out an unexpired term by reason of such prohibition.

(e) The number of Trustees who shall be School Board members, employees of School Districts or other Qualified Candidate from a public agency shall be determined by the Trustees. There shall be at least one (1) Trustee from each of the following groups: board members, superintendents of school districts and school business officials.

(f) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Fund.

2.2 Initial Participants and Organizational Trustees.

(a) By the execution of this Declaration of Trust, the Initial Participants appointed the following thirteen (13) individuals to serve as Trustees until the first election of Trustees pursuant to Section 2.4 hereof and until their successors had been elected and qualified.

<u>Name</u>	<u>Address</u>	<u>Affiliation</u>
Clare Ebersole	9816 Blackburn Livonia, MI 48150	Associate Superintendent Wayne County ISD 33500 Van Born Road Wayne, MI 48184
Donald Elliott	3847 Raleigh Drive Okemos, MI 48864	Executive Director Michigan Association of School Administrators 421 W. Kalamazoo Street Lansing, MI 48933
Harold Fisher	266 Richfield Ave. Battle Creek, MI 49015	Board Member Calhoun County ISD 17111 G. Drive North Marshall, MI 49068

Michael Flanagan (Initial Participant)	3391 W. Buno Road Milford, MI 48042	Superintendent Farmington Public Schools 32500 Shiawassee Farmington, MI 48024
Raymond Hoedel	9480 McClumpha Plymouth, MI 48170	Associate Supt. Business Plymouth Canton Schools 454 S. Harvey Street Plymouth, MI 48170
Robert Janson	1417 Andre Street Mt. Pleasant, MI 48858	Superintendent Mt. Pleasant Public Schools 201 S. University Mt. Pleasant, MI 48858
Glenn Nienhuis	485 Edgeworthe, S.E. Grand Rapids, MI 49506	Assistant Supt., Business Kentwood Public Schools 4479 Kalamazoo Avenue Grand Rapids, MI 49508
Jack Oatley (Initial Participant)	2962 Manitou, N.E. Grand Rapids, MI 49505	Associate Superintendent Kent County ISD 2650 E. Beltline, S.E. Grand Rapids, MI 49506
Wallace Piper	1792 Old Mill Road East Lansing, MI 48823	Executive Director Michigan School Business Officials 415 W. Kalamazoo Street Lansing, MI 48933
Ronald Rohlman	25431 Friar Lane Southfield, MI 48034	Associate Superintendent Southfield Public Schools 24661 Lahser Road Southfield, MI 48034
William Wade	2020 Wiltshire Court Ann Arbor, MI 48103	Deputy Supt., Business Ann Arbor Public Schools 2555 S. State Road Ann Arbor, MI 48104
Norman Weinheimer	4437 Greenwood Okemos, MI 48864	Executive Director Michigan Association of School Boards 421 W. Kalamazoo Street Lansing, MI 48933

Marajeane Zodtner 6415 Thurber
Birmingham, MI 48010

Executive Dir., Business
Troy School District
4400 Livernois
Troy, MI 48098

2.3 Term of Office. The Trustees shall be divided into three classes, as equal in number as practicable, so arranged that the term of one class shall expire each year. At all annual elections, Trustees shall be elected to serve for a term of three (3) years and until their successors shall be elected and qualify. Any addition made to the number of Trustees, except by vote of the Participants, shall be made only for a term expiring at the next annual election of Trustees by the Participants or until a successor shall be elected and qualify. At the annual election of Trustees by the Participants next following any addition to the number of Trustees, or, in the case of any addition to the number of Trustees made at an annual election of Trustees by the Participants, in connection with such election, the terms of the additional Trustees shall be fixed so that, as nearly as shall be practicable, an equal number of terms shall expire on June 30th of each year. Trustees may succeed themselves in office.

2.4 Election of Trustees.

(a) Commencing in June, 1988 and in each June thereafter, between the first and last days of such month, the Board of Trustees shall nominate candidates for membership on the Board of Trustees.

(b) At any time following the nomination of candidates by the Board of Trustees pursuant to the preceding paragraph (a) and prior to July 16th of each year, the Participants may by an instrument or concurrent instruments signed by at least ten percent (10%) of the Participants, cause the Board of Trustees to place on the ballot the name of each candidate named in such instrument or instruments.

(c) At least thirty (30) days before the date set for the annual meeting, the Board of Trustees shall cause to be sent to each Participant a ballot in such form as may be established by the Board of Trustees.

(d) Each Participant shall determine its selection among the candidates and authorize the appropriate officer of the Participant to execute and deliver the Participant's ballot to the Fund.

(e) In the event of a tie, the results of the election will be determined by lot. Election shall require the affirmative vote of a majority of the Participants entitled to vote.

(f) The Board of Trustees shall by written notice inform each Participant of the results of the election.

2.5 Resignation and Removal. Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him and delivered to the Fund and such resignation shall be effective upon such delivery, or at a later date according to the terms of the notice. Any of the Trustees may be removed (provided that

the aggregate number of Trustees after such removal shall not be less than the minimum number required by Section 2.1 hereof) with cause, by the action of two-thirds (2/3) of the remaining Trustees. Upon the resignation or removal of a Trustee, or his otherwise ceasing to be a Trustee, he shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Fund or the remaining Trustees any Fund Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his legal representative shall execute and deliver on his behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

2.6 Vacancies.

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee. If a Trustee is no longer a Qualified Candidate or affiliated with the Participant, such Person shall, upon the expiration of a ninety (90) day period following the occurrence of such event, no longer be a Trustee and a vacancy will be deemed to have occurred, unless such Person shall become a Qualified Candidate with an entity that is a Participant, within such ninety (90) day period and shall have presented evidence in writing of the granting of an authorization by the Participant with which he is then affiliated as Qualified Candidate.

(b) No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to the terms of this Declaration of Trust. In the case of an existing vacancy (other than by reason of an increase in the number of Trustees) at least a majority of the Participants entitled to vote or a majority of the Trustees continuing in office acting by resolution, may fill such vacancy, and any Trustee so elected by the Trustees shall hold office until the next annual election of Trustees by the Participants and until his successor has been elected and has qualified to serve as Trustee.

(c) No such election or appointment as provided in this Section 2.6 shall become effective unless or until the new Trustee shall have qualified for the office of Trustee as provided in Section 2.1.

2.7 General Trustee Powers.

(a) Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Fund Property and over the affairs of the Fund to the same extent as if the Trustees were the sole and absolute owners of the Fund Property in their own right, and with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Fund or promoting the interests of the Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

(b) The Trustees shall have the power to conduct, operate and provide an investment program for the investment of funds by school districts and public agency ; and for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise deal in or dispose of investment instruments of every nature and kind, provided such investment is (in the sole and absolute discretion of the Trustees) consistent with the Investment Objectives and Policies set forth in the Trust's Information Statement, as most recently amended or supplemented (the "Permitted Investments") and to exercise any and all rights, powers and privileges of ownership or interest in respect of any and all such investments of every kind and description, including without limitation, the right to consent and otherwise act with respect thereto, with power to designate one or more persons, firms, associations or corporations to exercise any of said rights, powers, and privileges in respect of any of said instruments.

2.8 Legal Title.

(a) Legal title to all of the Fund Property shall be vested in the Trustees and shall be held by and transferred to the trustees, except that the Trustees shall have full and complete power to cause legal title to any Fund Property to be held, if permitted by law, by or in the name of the Fund, or in the name of any other Person as nominee, or in the name of any one or more of the Trustees (including the Trustees of a Series), on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Fund is adequately protected.

(b) The right, title and interest of the Trustees (as allocated or divided in accordance with paragraph (a) of this Section 2.8) in and to the Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, the Trustee (and in the event of the Trustee's death, the Trustee's estate) shall automatically cease to have any right, title or interest in or to any of the Fund Property, and the right, title or interest in and to the Fund Property shall vest automatically in the remaining Trustees without any further act.

2.9 Disposition of Assets. Subject in all respects to Article III hereof, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Fund Property free and clear of any and all restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article III hereof, and in furtherance of the affairs and purposes of the Fund, to give consents and make contracts relating to Fund Property or its use.

2.10 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Fund or the Trustees in connection with the Fund Property or upon or against the Fund Property or income or any part thereof; (ii) to settle and compromise disputed

tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.11 Rights as Holders of Fund Property. The Trustees shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Fund 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 meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.12 Delegation; Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of Fund Property), to delegate from time to time to such one or more of their number or others (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Fund, or the Trustees, or their designees (including, without limitation, those Persons authorized in Article III) the doing of such acts and things and the execution of such instruments either in the name of the Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Fund.

2.13 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to 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 Fund Property; (iv) to foreclose any collateral, security, or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Fund; (v) to exercise any power of sale held by them, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to 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; and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.14 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefor; and (iii) to pay

appropriate compensation or fees from the funds of the Fund to Persons with whom the Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may reimburse themselves or any one or more of themselves for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Fund. The Trustees may allocate such expenses among various Series in such manner and proportion as appropriate in the discretion of the Trustees.

2.15 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the Fund, except as provided in clause (iv) of Section 4.2 of this Declaration of Trust but only to the extent permitted by Law.

2.16 Deposits. The Trustees, shall have full and complete power to deposit, in such manner as may now and hereafter be permitted by Law, any monies or funds included in the Fund Property, and intended to be used for the payment of expenses of the Fund or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with whom the monies, investments, or securities have been deposited. All such deposits shall comply with the same standards as govern the Fund's investments. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable Laws.

2.17 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the Fund Property and to revalue the Fund Property.

2.18 Fiscal Year. The Trustees shall have full and complete power to determine the fiscal year of the Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. The Trustees may establish different fiscal years for the various Series as appropriate in the discretion of the Trustees.

2.19 Concerning the Fund and Certain Affiliates.

(a) The Trustees may (but need not), in their discretion, from time to time adopt standards with respect to conflicts of interest and similar matters to govern (i) Trustees, officers, directors, employees and agents of the Fund and their Affiliates and (ii) such other Persons and their Affiliates as the Trustees may deem appropriate.

(b) Any Trustee or officer, employee, or agent of the Fund may, in his personal capacity, or in a capacity as Trustee, officer, director, stockholder, partner, member, agent, advisor or employee of any Person, have business interests and engage in business activities in addition to those relating to the Fund, which interests and activities may be similar to those of the Fund and include the acquisition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the Fund shall be free of any obligation to present to the Fund any

investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the Fund, even if such opportunity is of a character which, if presented to the Fund, could be taken by the Fund.

2.20 Investment Program. The Trustees shall use their best efforts to obtain through the investment advisor or other qualified persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.12 and Article III hereof, the Trustees may delegate functions arising under this Section 2.21 to one or more of their number or to the Adviser. The Trustees shall also have full and complete power to contract for or otherwise obtain from or through the Adviser, or any other Person authorized under Article III for the benefit of, and to make available to, the Participants of the Fund from time to time, additional investment and non-investment programs and services distinct from the Fund's program of investments measured by Shares, but consistent with the investment goals and objectives of the Fund and the general purposes of this Declaration of Trust. The Trustees shall have the power to review and approve or reject, in their sole discretion, such additional investment and non-investment programs as may be presented to the Trustees.

2.21 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the Fund may default or is in default under the terms of any obligation to the Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.22 Miscellaneous Powers. The Trustees shall also have the power to:

(a) employ or contract with such Persons as the Trust may deem desirable for the transaction of the affairs of the Trust;

(b) enter into joint ventures, partnerships and any other combinations or associations;

(c) purchase, and pay for out of Trust Property, insurance policies insuring the Trustees, officers, employees, agents, investment advisers, distributors, or independent contractors of the Trust against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity, whether or not constituting negligence, or whether or not the Trust would have the power to indemnify such Person against such liability;

(d) to the extent permitted by law, indemnify any person with whom the Trust has dealings to such extent as the Trustees shall determine; and

(e) adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Fund.

2.23 Further Powers. The Trustees 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 the Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Fund Property.

ARTICLE III

THE INVESTMENT ADVISOR AND OTHER SERVICES TO THE TRUST

3.1 Appointment of Investment Advisor. The Trustees may in their discretion, from time to time, enter into an investment advisory or management contract whereby the other party to such contract shall undertake to furnish the Trust such management, promotional activities, and such other facilities and services, if any, as the Trustees shall from time to time consider desirable and all upon such terms and conditions as the Trustees may in their discretion determine. The Trustees may authorize the investment adviser to effect purchases, sales, or exchanges of Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Investment Adviser, all without further action by the Trustees.

3.2 Other Services to the Trust. The Trustees may from time to time in their discretion enter into Contracts or agreements with qualified and experienced independent contractors to carry out the following functions:

- (a) transfer agent and dividend disbursing agent;
- (b) administrator, to maintain all books and records of the Trust, to supervise all aspects of the Trust's operations including periodic updating of the Trust's Information Statement, to prepare the Trust's tax returns and periodic reports to Participants; to compute the Trust's daily net asset value and yield; to provide all office space, equipment and facilities necessary for the Trust's operations and to provide such other administrative services as the Trustee may require;
- (c) customer service agent, to provide information to school districts and public agencies which are Participants or are interested in becoming Participants;
- (d) custodian bank, to hold all money and securities constituting the Fund Property;
- (e) independent certified public accountants to perform an annual audit and provide such other services as the Trustees may require; and
- (f) legal counsel.

All service providers employed by the Trust must meet the requirements and definitions pursuant to Michigan state law.

ARTICLE IV

INVESTMENTS

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to invest the Fund in Permitted Investments in accordance with Sections 622, 1221 and 1223 and any other applicable provisions of Law as may be set forth more fully in the Fund's information statement, as the same may be amended time to time.

4.2 Restrictions. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the Fund:

(a) May not make any investment other than investments authorized by the provisions of Law applicable from time to time to the investment of funds by Participants (including Sections 622, 1221 and 1223 to the extent applicable) or any other provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(b) May not purchase any Permitted Investment which has a maturity date more than 397 days from the date of the Fund's purchase thereof, unless subject at the time of such purchase by the Fund to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the Fund within 397 days, provided, however, that the Trustees may, in their discretion, by an action set forth by resolution of the Trustees and included in the information statement, as amended from time to time, waive such one year limitation with respect to any one or more Series of Shares;

(c) May not purchase any Permitted Investment if the effect of such purchase by the Fund should be to make the average dollar weighted maturity of the Fund's investment portfolio greater than the period designated by the Trustees with respect to the Series to which such purchase of such Permitted Investment relates.

(d) May 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 Participants which might otherwise require unscheduled dispositions of portfolio investments but only to the extent permitted by Law, except to facilitate as a temporary measure:

(i) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(ii) for a period not to exceed one business day, withdrawal requests pending receipt of the collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the Fund

of their intention to deposit funds in their accounts on the date of the withdrawal request;
or

(iii) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(e) May not make loans, provided that the Fund may make Permitted Investments; and

(f) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness secured under Section 4.2 (iv) (b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a Participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.2, the phrase "Responsible Person" shall mean a Person or Persons designated from time to time as such by the Trustees acting with the advice and counsel of the Adviser.

4.3 Restrictions as Fundamental to the Fund. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees when necessary to conform the investment program and activities of the Fund to the Laws of the State of Michigan and the United States of America as they may from time to time be amended.

ARTICLE V

LIMITATIONS OF LIABILITY

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with Fund Property or the affairs of the Fund; and no Trustee, officer, employee or agent of the Fund or other person designated by the Trustees shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties, for his failure to act in good faith in the reasonable belief that his action was in the best interests of the Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for his willful or negligent failure to take reasonable measures to restrict investments of the Fund Property to those permitted by Law and this Declaration of Trust; and all such other Persons shall otherwise look solely to the Fund Property for satisfaction of claims of any nature arising in connection with the affairs of the Fund. If any Participant, Trustee, officer, employee, as such, of the Trust or other Person designated by the Trustees is made a party to any

suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

5.2 Liability to the Fund or to the Participants. No Trustee, officer, employee of the Fund or other person designated by the Trustee shall be liable to the Fund or to any Participant, Trustee, officer, employee of the Fund or other person designated by the Trustees for any action failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misconduct, gross negligence or reckless disregard of his duties and except that the Marketing Agreement, the Investment Advisory Agreement, and the Administration Agreement shall provide for the personal liability of the Marketing Agency, the Adviser, or the Administrator, as the case may be, for his willful or negligent failure to take reasonable measures to restrict investments of the Fund Property to those permitted by Law; provided however, that the provisions of this Section 5.2 shall not limit the liability of any Person (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian) of the Fund or other person designated by the Trustees with respect to breaches by it of a contract between it and the Fund.

5.3 Indemnification.

(a) The Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The Fund shall indemnify each of its Trustees and officers, and employees and agents and other persons designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee, agent or otherwise designated person except as to any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misconduct or reckless disregard of his duties or gross negligence or, in the case of the Adviser or the Administrator, in willful or negligent violation of the restrictions on investments of the Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian) of the Fund with respect to breaches by it of a contract between it and the Fund; and further provided, however that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent, pursuant to a consent decree or otherwise no indemnification either for said payment or for any other expenses shall be provided unless the Fund shall have received a written opinion from independent counsel approved by the Trustees to

the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent were meritorious. The rights accruing to any Trustee, officer, employee, agent or otherwise designated person under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee, agent or otherwise designated person shall have given a written undertaking to reimburse the Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by or conduct on the part of a Trustee, an officer, an employee of the Fund in conformity with, or in good faith reliance upon, the provisions of Section 5.7 hereof shall not for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misconduct, gross negligence or reckless disregard of this duties.

5.4 Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustee or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the Fund. Any written instrument creating an obligation of the Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employee or agents of the Fund, and that only the Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability or any of the Trustees, Participants, officers, employees or agents of the Fund.

5.7 Reliance on Experts, Etc. Each Trustee and each officer of the Fund shall, in the performance of his 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 Fund, upon an opinion of counsel or upon reports made to the Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Fund.

ARTICLE VI

CHARACTERISTICS OF SHARES

6.1 Beneficial Interest. The beneficial interest of the Participants hereunder in the Fund Property and the earnings thereon shall, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited.

6.2 Rights of Participants. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion or exchange rights of any kind with respect to the Fund or the Fund Property. Title to the Fund Property of every description and the right to conduct any affairs herein described are vested exclusively in the Trustees (and proportionately among the Trustees in accordance with Section 2.8 hereof) and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Fund nor can they be called upon to share or assume any losses of the Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Article VI hereof. The Shares shall be personal property giving only the rights specifically set forth in this Declaration of Trust.

6.3 Series or Class Designation. The Trustees may, from time to time, authorize the division of Shares into separate Series and the division of any Series into two or more separate Classes of Shares, as they deem necessary and desirable. The different Series or Classes shall be established and designated, and the variations in the relative rights and preferences as between the different Series or Classes, such as the purchase price, right of redemption and the price, terms and manner of redemption, special and relative rights as to distributions on liquidation, conversion rights, and conditions under which the several series or classes shall have separate voting rights and separate investment restrictions, shall be fixed and determined, by the Trustees, without the requirement of Participant approval.

6.4 Allocation of Shares.

(a) The Trustees, in their discretion, may, from time to time, without vote of the Participants allocate Shares, in addition to the then allocated and outstanding shares, to such party or parties, for such amount and such type of consideration, at such time or time (including, without limitation, if so determined by the Trustees with respect to a Series, each business day in accordance with the maintenance of a constant net asset value per Share as set forth in Section 10.2 hereof), and on such terms as the Trustees may deem best. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Fund. Changes in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 7.2 hereof. Shares shall be allocated and

redeemed as whole Shares and/or one-hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to an entity organized and existing under the laws of the State of Michigan which has become a Participant of the Fund in accordance with Section 1.2 hereof. Each Participant may divide its Shares administratively among more than one account within the Fund or Series for such Participant's convenience in accordance with such procedures as the Trustees may establish.

(c) The minimum amount of funds which may be placed in the Funds by a Participant at any one time shall be determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.6, the minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be One Dollar (\$1.00).

6.5 Register of Shares of Beneficial Interest. A register shall be kept at the principal office of the Trust or at such place as the Trustees shall designate and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all purchases and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it herein provided, until it has given its appropriate address to such office or agent of the Fund as shall keep the Share Register for entry thereon.

6.6 Transfer of Shares. Shares of Beneficial Interest shall be transferable on the records of Trust only by the record holder thereof or by its agent thereunto duly authorized in writing, upon delivery to the Trustees or the transfer agent of a duly executed instrument of transfer, together with such evidence of the genuineness of each such execution and authorization and of other matters as may reasonably be required. Upon such delivery the transfer shall be recorded on the register of the Trust. Until such record is made, the Participant of record shall be deemed to be the holder of such Shares for all purposes hereunder and neither the Trustees nor any transfer agent nor any officer, employee or agent of the Trust shall be affected by any notice of the proposed transfer.

6.7 Voting Rights of Participants. The Participants shall be entitled to vote as a matter of right only upon the following matters: (a) election of Trustees as provided in Section 2.4 hereof and the By-Laws; (b) amendment of the Declaration of Trust or termination of this Fund as provided in Section 9.1 or amendment to the fundamental restrictions of the Fund as provided in Section 4.3 hereof; and (c) reorganization of this Fund as provided in Section 9.2 hereof. Except with respect to the foregoing matters specified in this Section 6.7, no action taken by the Participants at any meeting shall in any way bind the Trustees.

6.8 Reduction to Maintain Constant Net Asset Value. If so determined by the Trustees, the Shares of one or more Series of the Fund shall be subject to reduction in number in order to maintain a constant net asset value per Share.

6.9 Redemptions. Payments by the Fund to Participants, and the reduction of Shares resulting therefrom, are referred to in this Declaration of Trust as "redemptions". Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms and conditions provided in this Declaration of Trust. The Fund shall, upon application of any Participant, promptly pay to such Participant all or a portion of the interest of such Participant in the Fund, and reduce the allocation of Shares to such Participant accordingly. The procedure for effecting the redemption shall be as adopted by the Trustees and as set forth in the information statement of the Fund, as the same may be amended from time to time; provided, however, that such procedure shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Fund by the redemption of Shares provides, further, however, that the Trustees shall have the power to provide for redemption procedures relating to any particular Series or Class which are consistent with the purpose and intent of this Declaration of Trust and consistent with the information statement, as most recently amended and such procedures may, inter alia, establish periods during which funds relating to Shares of such Series or Class may not be withdrawn from the Fund.

6.10 Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for all Series or any one or more Series of the Fund for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Michigan or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary weekend and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Fund of Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustee shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.11 Minimum Redemption. There shall be no minimum number of Shares which may be redeemed at any one time at the option of a Participant, unless authorized by a resolution of the Board of Trustees and specified in the information statement, as

amended from time to time; provided, however, that no request by a Participant for the redemption of less than one whole Share need be honored.

6.12 Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such requests shall not be honored and, each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant, at a redemption price determined in accordance with Section 6.10 hereof, sufficient to reimburse the Fund for any fees, expenses, costs or penalties actually incurred by the Fund as a result of such defective redemption request.

6.13 Allocation of Certain Expenses. Each participant will, at the discretion of the Fund, indemnify the Fund against all expenses and losses resulting from indebtedness incurred on the Participant's behalf under Section 4.2 (iv) (b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Share to the number of Shares which reflects that Participant's proportionate interest in the net assets of the Fund after allocation of those expenses and losses to it.

ARTICLE VII

DETERMINATION OF NET ASSET VALUE, NET INCOME, AND DISTRIBUTIONS TO PARTICIPANTS

7.1 By-Laws to Govern Net Asset Value, Net Income and Distribution Procedures. The Trustees, in their absolute discretion, may prescribe and shall set forth in the By-Laws such bases and time for determining the per Share of Beneficial Interest net asset value of the Shares or net income, or the declaration and payment of distributions, as they may deem necessary or desirable.

ARTICLE VIII

CUSTODIAN

8.1 Duties. The Trustees shall at all times employ a "Financial Institution" as defined by Public Act 367 of the Public Acts of 1982, as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the Fund to perform the duties set forth in the Custodian Agreement to be entered into between the fund and the Custodian, or as may be imposed by law. The Participants authorize the Trustees to enter into any contract(s) and/or agreement(s) on their respective behalf for the purpose of complying with the requirements of Act 367, including employing the Custodian as a "Depository."

8.2 Sub-Custodian. The Trustees may also authorize the Custodian to employ one or more Sub-Custodians from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such Sub-Custodian and approved by the Trustees.

8.3 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

8.4 Custodian as "Depository". The Custodian shall be the "Depository" pursuant to Public Act 367 of the Public Acts of 1982, MCLA 129.111 et seq.; MSA 3.691 (101) et seq., as amended.

8.5 Additional Custodians. The Trustees may in their discretion employ one or more Custodians in addition to the Custodian referred to in Section 8.1 above. Such Additional Custodian(s) shall be "Financial Institutions" as defined by Public Act 367 of the Public Acts of 1982. Such Additional Custodian(s) shall perform such duties (including duties applicable only to designated series) as may be set forth in an agreement between the Fund and the Fund and The Additional Custodian.

ARTICLE IX

DURATION, AMENDMENT OR TERMINATION OF FUND

9.1 Duration. The Fund shall continue in existence in perpetuity, subject in all respects to the provisions of this Article IX.

9.2 Amendment.

(a) The provisions of this Declaration of Trust may be amended by the affirmative vote of two-thirds (2/3) of the Participants entitled to vote, such vote being initiated and tabulated as provided in the By-Laws. The Trustees, without a vote of the Participants, may also amend this Declaration of Trust by a two-thirds (2/3) vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, to the extent they deem such amendment to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do.

(b) Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 9.2 which would change any rights with respect to any outstanding Shares of the Fund by reducing the amount payable thereon upon liquidation of the Fund or which would diminish or eliminate any voting rights of the Participants; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a two-thirds (2/3) of the Participants entitled to vote thereon.

(c) A certificate in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees and, if required by Law, the Governor of the State of Michigan, shall be conclusive evidence of such amendment.

9.3 Reorganization. If permitted by applicable Law, including without limitation, Sections 622, 1221 and 1223, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the Fund may merge, or which shall take over the Fund Property and carry on the affairs of the Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Fund; and thereupon the Trustees shall terminate the Fund and deliver such cash, shares, securities or beneficial interest ratably among the Participants of this Fund in redemption of their Shares.

9.4 Termination.

(a) The Trust may be terminated by the affirmative vote of two-thirds (2/3) of the Participants entitled to vote, such vote being initiated and tabulated as provided in the By-Laws.

(b) Upon the termination of the Fund pursuant to this Section 9.3:

(i) The Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the Fund shall have been wound up, including, without limitation, the power to fulfill discharge the contracts of the Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Fund 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 its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees shall distribute the remaining Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Fund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

ARTICLE X

MISCELLANEOUS

10.1 Governing Laws. This Declaration of Trust is adopted by the Participants and delivered in the State of Michigan 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 said State of Michigan.

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

10.3 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Michigan Laws, the conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

10.4 Adoption by Michigan School Districts and Public Agencies. Any school district or public agency of the State of Michigan, meeting the requirements of Section 1.2 hereof, may become an additional Participant of this Fund by (i) taking appropriate action to adopt this Declaration of Trust and (ii) furnishing the Trustees with satisfactory evidence that such action has been taken. A copy of this Declaration of Trust may be adopted through incorporation by reference into the resolution of such School District, and a certified copy of such resolution shall constitute satisfactory evidence of adoption contemplated by this Section 10.4.

APPENDIX A

INFORMATION REGARDING EXECUTION

This Declaration of Trust, as amended and restated as of November 1, 2006, was executed by the then incumbent Trustees as on such date as evidence of such amendment and restatement.



Kyle Anderson
Anchor Bay Schools



Brian Marcel
Washtenaw Intermediate School District



Patricia Brand
Plymouth-Canton Community Schools



William H. Mayes
Michigan Assn. of School Administrators



Michael Cuneo
Rockford Public Schools



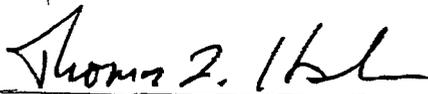
Mary Reynolds
Farmington Public Schools



Marios Demetriou
Muskegon Intermediate School District



Gary Scholten
Board of Education - Zeeland Public Schools



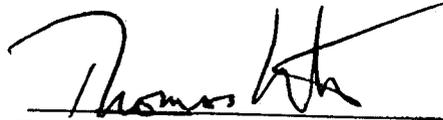
Thomas L. Hosler
Huron School District



Timotheus Weeks
Bloomfield Hills Schools



Justin P. King
Michigan Association of School Boards



Thomas White
Michigan Schools Business Officials

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR INVESTMENT
MANAGER ADVISORY SERVICES AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS, as detailed in the attached memorandum from the City's Finance Director, proposals were received for investment manager advisory services, and

WHEREAS, staff reviewed the proposals received and recommends acceptance of the proposal from PFM Asset Management, LLC (PFMAM), and

WHEREAS, as detailed in the attached PFMAM letter and executive summary, PFMAM is the investment advisor and administrator of the Michigan Liquid Asset Fund Plus (MILAF+) and through MILAF+, PFMAM serves over 400 public entities in Michigan, and

WHEREAS, PFMAM will invest in various accounts, such as MILAF+, in accordance with the City's Investment Policy and Agreement with PFMAM, that will require execution of Agreements with the Funds, and

WHEREAS, the Agreement with PFMAM will require the City to enter into Custodial Agreements with Financial Institutions, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the proposal for investment advisory services from PFM Asset Management, LLC and authorizes the Mayor and City Clerk to execute the contract, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize the City Manager or his designee to execute subsequent agreements with Michigan Liquid Asset Fund Plus and with funds and custodial banks as recommended by PFMAM, in accordance with the contract with PFMAM and the City's Investment Policy.

Councilmember _____ moved, seconded by Councilmember _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 15th day of November, 2010.

Heidi Isakson
Wyoming City Clerk

Attachments: Memorandum from Finance Director
PFM Letter and Executive Summary
PFM Agreement

Resolution No. _____



Memorandum

TO: The Mayor and City Council
CC: Curtis Holt, City Manager

FROM: Tim Smith, Finance Director

DATE: October 28, 2010

SUBJECT: Investment Manager Advisory Services

As you are aware, an invitation to bid on investment manager advisory services was issued by the City in July, 2010. After careful review of information submitted by all bidders and further interviews with selected bidders, the committee of Andrea Boot, Tom Kent and I unanimously decided that the service package offered by PFM Asset Management LLC provided the complete package of services that we felt would best fill the City's needs.

Seven bids were received from the twenty-nine bids that were mailed. Of the seven, four of the respondents were invited in for interviews. As with any outsourcing, it is important to derive the most complete package of services at a competitive rate. The areas that we looked at on the seven respondents included:

- I. Overview – overall experience, assets under management, local clients and liability insurance
- II. Organizational Structure – executive function, size, philosophy and knowledge of PA 20
- III. Investment Management Approach – cash flow analysis tools, financial sector monitoring, risk control and time frame understanding
- IV. Performance – 1 year, 3 years, 5 years and 10 years
- V. Reporting Capabilities – samples reviewed and content and form
- VI. Training – types of training offered to clients of the firm
- VII. Investment Policy – comments provided regarding City's current investment policy
- VIII. Fees

Based upon our review of the seven in these areas, we selected four respondents to interview. The four firms interviewed included Fifth Third Bank, Ambassador Capital, PFM Asset Management, and Cutwater Asset Management. The format of the interviews included a presentation by the firm's representatives which was to include the following information along with any other information that was felt pertinent:

1. Please describe your organizations "culture" and in general, describe how decisions are made at the upper levels of the organization? If a team approach is used, please describe the makeup of the upper management team and the role of team members.

2. Please describe the experience and expertise of the team that will be assigned to Wyoming in general and also as it relates to the work that will be performed for the City.
3. Has your organization undergone any significant changes in organizational leadership in the last two years? Five years? Foreseeable future?
4. The City has a cash flow cycle of September through July. Tax receipts come in fairly heavy in August. This is supplemented by various other receipts from the State (both bi-monthly and monthly) and utility revenues received throughout the month. Invoices are paid weekly (approximately \$750,000 per week), payroll is paid bi-weekly (approximately \$850,000) and month-end payments to retirees and others (approximately \$500,000). Amounts vary at times due to construction payments, bond payments and other special payments.

How do you propose to invest funds to match these cash needs?

5. The City has built up various reserves for bond indenture agreements, insurance reserves, and other reserves viewed necessary by sound financial practices. While it is not anticipated that these funds will be used in current operations, they may be used for emergencies.

How do you propose to invest these funds?

6. While yield is not an overriding factor, it is important.

What benchmark or benchmarks will you use to gauge the value you are infusing into this engagement?

7. While the City is constrained by P.A. 20 as to what investments are allowed:
 - a) What is your investment philosophy and how will that philosophy work in conjunction with P.A. 20?
 - b) What changes to the City's investment policy will be necessary to allow you to provide maximum safety, liquidity and yield's that you envision in this engagement? As part of the discussion, please discuss the makeup of the investment portfolio that you envision.
8. Currently, the cost of the City investing the funds is relatively low.
 - a) Excluding the safety factor, why should we pay your firm to invest City funds?
 - b) One item that is mentioned as a way costs will be reduced is trading costs. How is this measured or is this an "intangible" that really can't be measured?
9. Certain additional costs also have to be paid by the City that we do not currently pay. The primary cost will be custodial costs.
 - a) Excluding transaction costs, are there any other costs that you are aware of?
 - b) Do you have a preferred custodian that you work with?
10. Investment monitoring and reporting is very important to the City.
 - a) How do you propose to see that this is accomplished?
 - b) In this regards, what will be the split in duties between the custodian and your firm?
11. The engagement includes several areas beyond just the investment of assets. The engagement includes assisting the City in improving cash flow projections to provide a better tool to let you know when funds are needed, to rewrite the City's investment policy as needed and to provide training to City staff to ensure that they maintain the requisite knowledge level to oversee the engagement.

Please describe how you propose to fulfill this part of the engagement.

Throughout the presentations, questions from the committee were asked and answered.

Each of the committee members separately reviewed the information garnered during the meetings and evaluated the results. A week later we meet as a group and evaluated each of the firm's strengths and weaknesses in relation to their responses to the above listed items and other information presented. There were several reasons that we felt PFM stood out in the package of services that they could offer the City.

First, they were the only firm that presented the total package we were looking for. This package includes:

- I. Investing of City funds in several portfolios which would capture the City's long-term, intermediate and short-term cash.
- II. Access to the Michigan Liquid Asset Fund (MILAF), a consortium of Michigan school districts and municipalities providing the ability to tie in the City's operating accounts. The MILAF currently uses Fifth Third bank as its custodian and, by combining with MILAF, the City will be able to reduce certain bank fees currently charged the City by Fifth Third Bank.
- III. The culture of the PFM team that the City will be working with is in synch with the needs of the City, understanding the cash flow challenges faced by the City. While the other firms were sensitive to the challenges faced, PFM's presentation seemed more comprehensive with their responses dealing with all of the City's concerns.
- IV. While there are always difficulties in evaluating returns as portfolio mixes and portfolio duration can have a major impact on yield, what they presented appeared to be very comparable to the other firms:

Firm	1-year	3-year	5-year	10-year
PFM	2.81	5.14	4.62	4.62
Fifth Third	2.66	5.08	4.56	4.62
Ambassador	1.63	3.51	3.99	3.43
Cutwater	2.27	5.06	4.44	5.15

(All returns presented above are gross returns.)

- V. Fees charged for these services will impact the final yield to the City. Fees to be charged by the various firms are computed using different methods; therefore, the following table estimates the fees that would be paid by the City depending upon the amount invested.

Amount invested	\$20 million	\$30 million	\$40 million	\$50 million
PFM (1)	\$30,000	\$34,000	\$42,000	\$50,000
Fifth Third	\$55,000	\$70,000	\$85,000	\$100,000
Ambassador	\$40,000	\$55,000	\$70,000	\$85,000
Cutwater	\$24,000	\$42,000	\$43,000	\$51,000

(1) Funds invested in MILAF will not be subject to this fee.



The PFM Group

Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

305 E. Eisenhower Parkway
Suite 305
Ann Arbor, MI 48108

734-994-9700
734-994-9710 fax
www.pfm.com

August 10, 2010

Heidi Isakson, City Clerk
Wyoming City Hall
1155 – 28th Street SW
PO Box 905
Wyoming, MI 49509

Dear Ms. Isakson:

Thank you for allowing PFM Asset Management LLC (“PFMAM”) the opportunity to submit a proposal to provide investment advisory services to the City of Wyoming (the “City”). **PFMAM currently manages over \$35 billion in investments for government entities just like the City of Wyoming.** PFMAM is an SEC registered investment advisor that will act in a fiduciary capacity with the management of the City’s funds. We are confident that we can assist you with implementing an effective investment strategy for your funds and we look forward to the opportunity to start a relationship with the City. The service that you are seeking is the primary business of our firm.

Why Choose PFMAM?

Public Sector Focus & Experience – PFMAM has been managing funds for governments since 1980. We have built a strong reputation in this specialized field as we always strive to meet the needs of our public sector clients. Additionally, we know the markets and have the technical resources needed to develop effective investment strategies. We have extensive experience managing governmental funds and would implement a strategy that seeks to maximize returns while providing necessary liquidity and safety of principal. PFMAM’s team is committed to providing the highest level of service to the City of Wyoming.

Commitment within the State of Michigan – PFMAM is currently the investment advisor and administrator of the Michigan Liquid Asset Fund Plus (“MILAF+”). Through MILAF+, we serve over 400 public entities in Michigan totaling over \$1.4 billion in assets. MILAF+ is owned exclusively by its investors and is governed by a Board of Trustees. In addition, the PFM Group has an office in Ann Arbor and employs nine individuals in Michigan. Your account representative, Brian Quinn, lives and works in neighboring Grand Rapids.

Customized Approach – We manage each portfolio on a customized basis. We will work closely with the City of Wyoming to understand the City’s investment objectives, liquidity requirements, and risk tolerances so that we can tailor an investment strategy that meets all of the City’s investment goals while producing competitive returns.

Performance – We have a performance record of superior results, both in terms of the high credit quality and excellent investment returns of our clients’ portfolios. PFMAM has helped our clients enhance the performance of their portfolios while, at the same time, carefully controlling and limiting market risk. How do we improve returns? We actively seek out opportunities to restructure the portfolio and increase projected earnings. For 30 years we have made **safety** the number one priority.

Our Track Record and People – The PFM Group is currently ranked as one of the top independent advisors in the nation for the governmental sector. A firm does not achieve this status unless it has both technical competence and a thorough understanding of its clients. The PFM Group has attracted many long-time professionals with a solid background in both finance and government service.

Independent Advice – PFMAM is a leader in providing sound, unbiased advice that is in the best interest of our clients. We are a SEC-registered advisor, independent of any financial institution or securities brokerage firm. We do not own a portfolio of securities from which we buy/sell, which means that we competitively shop for every security to ensure best price execution for our clients.



The PFM Group

Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

305 E. Eisenhower Parkway
Suite 305
Ann Arbor, MI 48108

734-994-9700
734-994-9710 fax
www.pfm.com

Resources – Because our focus is the management of governmental funds, we have developed extensive resources to assess value in the high-quality, fixed-income market, including a variety of proprietary computer models that have been designed to analyze those specific securities that the City is permitted to purchase.

We are hopeful that, after reviewing PFMAM's experience, you will be convinced that PFMAM can meet the City of Wyoming's investment needs in a superior manner. We appreciate your consideration of this proposal and look forward to meeting with you in person to discuss how we can work together to improve the City's investment program. Should you have any questions please feel free to contact us using the information below.

Primary Contact/ Engagement Manager	Authorized Personnel
Brian Quinn, Senior Managing Consultant	Timothy Sullivan, Managing Director
305 E. Eisenhower Parkway, Suite 305	222 N. LaSalle Street, Suite 910
Ann Arbor, MI 48108	Chicago, IL 60613
616-304-5200	312-977-1570
quinnb@pfm.com	sullivant@pfm.com

Sincerely,

PFM Asset Management LLC

Brian Quinn
Senior Managing Consultant

Timothy Sullivan
Managing Director

Executive Summary

While the City of Wyoming celebrated its 50th anniversary as a city, the state of Michigan is mired in continued financial turmoil. The state is facing sizeable deficits, a declining credit rating, and looks to short change municipalities throughout the state in their revenue sharing. The City is not immune to these issues and is facing numerous challenges as identified below:

Revenue Overview

The City has approximately a \$100 million dollar budget. Taxable values had been positive but downward trending from 1996 – 2008. Indications are that taxable values declined for the past two years at approximately a -2% pace. Wyoming lost two of its largest taxpayers in General Motors and Delphi (approximately \$1.6 million per year in taxes). For years, the state of Michigan has not distributed the full amount due to Wyoming according to the stated formula. The City has been forced to look at non-traditional sources of revenue and fee for services to maintain sufficient revenues.

Expense Overview

Around 75% of general fund expenses are personnel related. An additional ~20% of expenses are contractual services. Total employees have dropped from a high of 464 in 2001–2002 to a relatively stable figure of 400 employees since the peak. Wyoming proactively reduced their employee headcount in anticipation of troubled times ahead. The City is very efficiently run at approximately 6 employees per 1000 residents (including utilities).

The City will continue to see increases in healthcare and contributions to pension plans. Possible control of the pension costs could come about through a movement from defined benefit to defined contribution plans. Employees will be expected to pay a higher portion of their healthcare bills and there could be an elimination of retirement healthcare for new employees.

Financial Summary

While general fund revenues are down, legacy costs continue to rise even with continual headcount cuts forcing the City to draw from their fund balance. The City continues to do more with less with one of the lowest employee to citizen ratios in the state of Michigan. With rising legacy costs, the City is continually looking for new ways to be more efficient and to identify revenue generating enhancements.

Despite the troubling economic environment including declining taxable values, high unemployment, soaring legacy costs, etc., the City has been successfully navigating through. The City has proactively been cost cutting and becoming more efficient to position itself for such difficult times. Now the City needs an investment advisor to help safeguard assets, monitor cash flows, and optimize invested funds to provide the best performance on the City's funds. We believe that PFM Asset Management LLC ("PFMAM") is uniquely positioned to fill the investment advisor role because:

- **Local Understanding of City of Wyoming** – Your PFMAM representative, Brian Quinn, has been working with the City since 2001 as your primary banker while at Fifth Third Bank. In 2009, Brian moved to PFMAM so he can better serve his municipal clientele as an investment advisor. Brian has extensive knowledge of the City's financial workings, knows the City personnel, and has completed multiple cash flow projections for the City. Also, Brian has been a resident of Grand Rapids for the past 20 years and is actively involved with the community.
- **National and Focused Public Funds Expertise** – PFMAM was started and continues to focus almost exclusively on the public sector. With 33 office nationwide managing over \$35 billion in primarily public money, we boast the economies of scale and knowledge base needed for a portfolio as large as the City of Wyoming's portfolio. We also have specific Michigan Public Act 20 knowledge through our investment management of the Michigan Liquid Asset Fund Plus ("MLAF+"). The MLAF+ fund is P.A. 20 compliant and serves over 400 public sector members with over \$1.4 billion in assets under management.
- **Safety** – The taxpayers of Wyoming entrust you to safeguard their funds. There is possibly no greater breach than to violate their trust by losing money through misappropriation or mismanagement. As our firm name describes, Public Financial Management is what we do and we take it seriously. Like the City of Wyoming, we live the public sector life as well with all of its regulations and public scrutiny. We align with your public sector focus.
- **Investment Performance** – As demonstrated in our performance returns in Section VI and in Appendix C of our response, PFMAM performs strongly compared to benchmarks. PFMAM portfolio managers are unmatched when it comes to managing investment portfolios and local government investment pools. Recently, iMoneyNet recognized the PFM Funds: Government Series as having the highest net return within the government category for 2009.

Conclusion

We appreciate the opportunity to respond to your Request for Proposals. As you will see in our response, we believe we specifically meet and exceed your proposal requirements. Our public sector focus will provide the City of Wyoming with the day to day investment expertise you need to optimize your investment portfolio. We are excited about this partnership and ask for a chance to meet with you in person to more fully discuss our possibilities together.

INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of November, 2010, by and between the CITY OF WYOMING, Wyoming, Michigan, a Michigan public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Ann Arbor, Michigan (hereinafter the "Advisor").

WITNESSETH

WHEREAS, the Client has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

WHEREAS, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

WHEREAS, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Client's Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Client's Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Client's Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. Subject to the provisions of the immediately following paragraph, the Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions to the depository designated by the Client as its custodian as to deliveries of securities and payments of cash for the account of the Client. In connection

with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers.

Fifth Third Bank or its successors (the "Custodian") shall have custody of cash, assets and securities of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets in the Managed Funds and shall have no responsibility in connection therewith except that the Advisor shall pay all fees of the Custodian related to the Managed Funds. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and the bond covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Client's Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

3. COMPENSATION.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management at an annual rate of:

<u>Assets Under Management</u>	<u>Annual Fee</u>
First \$25 million	12 basis points (0.12%)
Over \$25 million	8 basis points (0.08%)

The foregoing notwithstanding, the annual fee shall not be less than \$15,000 per year.

The Client shall pay the Advisor, pursuant to this Agreement, 12 basis points (.12%) annualized of the principal amount of each certificate of deposit purchased with the Managed Funds.

Assets invested by the Advisor under terms of this Agreement may from time to time be invested in a money market mutual fund or local government investment pool managed by the Advisor (either, a "Pool"), or in individual securities but no investment shall be made which is inconsistent with the Client's policy on investments. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(b) The Advisor shall prepare an invoice for the investment management fee and shall submit it to the Client for approval. Unless instructed otherwise within 15 calendar days of the postmark on the invoice, the Client authorizes the Advisor to charge such invoice to the Client's associated Pool account and instructs the Pool custodian to disburse funds from that account for the payment of the fees to the Advisor. If sufficient funds are not available, the Client agrees to compensate the Advisor and from other sources within 30 calendar days of the postmark date. If the Advisor shall serve for less than the whole month, the compensation shall be pro-rated.

(c) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

4. EXPENSES.

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, expenses of the Custodian of the Managed Funds and executive and supervisory personnel for managing the investments.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees.

5. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose penalties under certain circumstances on persons who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client or the Advisor may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

6. ADVISOR'S OTHER CLIENTS.

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios.

The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Client's Managed Funds accounts. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Client's Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other Client or for itself or its own accounts.

7. TERM.

This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice.

8. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

9. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

10. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers and representatives, shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

11. BOOKS.

The Advisor shall maintain appropriate records of all its activities hereunder. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

12. THE ADVISOR'S DISCLOSURE STATEMENT.

The Advisor warrants that it has delivered to the Client, at least 48 hours prior to the execution of this Agreement, the Advisor's current Securities and Exchange Commission Form ADV, Part II (disclosure statement). The Client acknowledges receipt of such disclosure statement at least five business days prior to the execution of this Agreement.

13. MODIFICATION.

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

14. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its respective successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the prior consent of the Client.

15. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address

City of Wyoming
1155 - 28th Street SW, PO Box 905
Wyoming, MI 49509-0905
Attn: Timothy H. Smith, CPA
Finance Director

Advisor's Address

PFM Asset Management LLC
305 East Eisenhower Parkway
Suite 305
Ann Arbor, MI 48108
Attn: Brian Quinn

With copy to:

PFM Asset Management LLC
Two Logan Square, Suite 1600
18th & Arch Streets
Philadelphia, PA 19103-2770
Attn: Controller

16. APPLICABLE LAW.

This Agreement shall be construed, enforced, and administered according to the laws of the State of Michigan. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

17. EXECUTION AND SEVERABILITY.

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

PFM ASSET MANAGEMENT LLC

By: _____
Name: Timothy P. Sullivan
Title: Managing Director

CITY OF WYOMING

By: _____
Name: _____
Title: _____

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS, formal bids have been obtained on the below listed items, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandums, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bids for the purchase of the listed items as recommended in the attached memorandums and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Computer Hardware & Software	CDW Government, DLT Solutions & Secant Technologies	Bid prices as shown on the attached tabulation sheet
2. Winter Mix Asphalt	Superior Asphalt	Bid prices as shown on the attached memorandum
3. Gravel	MarJo Construction Services, Inc.	\$6.28 Per Ton
4. Blast Furnace Slag	Yellow Rose Transport	\$13.75 Per Ton

BE IT FURTHER RESOLVED, the Wyoming City Council does hereby authorize the exchange and purchase of a router as recommended in the attached memorandum.

Councilmember _____ moved, seconded by Councilmember _____, that the above resolution be adopted.

Motioned carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2010.

Attachments: Memorandums
Tabulation Sheet

Heidi Isakson
Wyoming City Clerk



TO: Curtis Holt, City Manager

Cc: James Kohmescher, Director of Administrative Services
Kim Oostindie, Human Resources Supervisor
Tim Smith, Finance Director

FROM: Gail Sheppard, Director of Information Technology

DATE: November 01, 2010 / November 9, 2010 - Updated Cost

SUBJECT: City Software/Hardware Bid Specification Results

On Tuesday, October 26, 2010, seven responses were received in answer to our one hundred and ninety three invitations to bid on various computer software and/or hardware components not available through WSCA. A review and evaluation of the bids received (refer to attachment) resulted with three of the vendors (CDW Government, DLT Solutions, Secant Technologies) being recommended for specific portions of the bid.

The justification for the request to the City Council to award the bid to **CDW Government** for the Infrastructure Upgrade and/or Replacement; to award the bid to **DLT Solutions** for the SQL Diagnostic Tools; and to award the bid to **Secant Technologies** for the Infrastructure Virtualization Expansion; is based upon the lowest complete bid received in respective areas.

Justification for computer hardware/software is based upon maintaining our IT infrastructure to support enterprise technology solutions, facilitate interoperability and connectivity and support technologies and processes that increase service to our employees and/or citizens. Replacement/upgrade is generally completed on an as needed basis; specific to communication/speed, obsolesce and/or changes in technology.

The virtualization expansion will provide the necessary disk space to expand the City's capabilities to virtualize additional servers. Virtualization is the creation of a virtual (rather than actual) version of something, such as an operating system, a server, a storage device or network resources. The goal is to centralize administrative tasks while improving scalability and workloads.

Funding for the purchase of the computer hardware/software listed on the 'Fall 2010 - Bid Tabulation' sheet is budgeted and available in the **General Fund - Information Technology - Computer Equipment** account #101-258-25800-984017 for (\$22,350).

Attachments:

Bid Tabulation for Computer Hardware and Software

Quantity	Mfg. Part Number	Hardware / Software Item Description	Business Services		CDW Government		Data Strategy		DLT Solutions		Global Computer		ISI		Secant Technologies	
			Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt	Unit Cost	Ext. Amt
		SQL Diagnostic Tools														
7	SQR-SPO-PB	Quest Software - SPOTLIGHT on SQL Server Enterprise, Operational Monitoring, Diagnostics, Administration and Automated Tuning for SQL Server. Per Server License/Maintenance Pack (Note: 1st year maintenance and upgrades included)	1,869.98	13,089.86	1,296.12	9,072.84	1,260.00	8,820.00	1,197.00	8,379.00	1,629.47	11,406.29		0.00	1,869.42	13,085.94
		SQL Diagnostic Tools Subtotal		\$13,089.86		\$9,072.84		\$8,820.00		\$8,379.00		\$11,406.29	* no bid	\$0.00		\$13,085.94
		Infrastructure - Replacement														
1	WS-C2960S-24TS-L	Cisco 24TS-L - Switch - Managed - 24 ports - Ethernet, Fast Ethernet, Gigabit Ethernet - 10Base-T, 100Base-TX, 1000Base-T + 4 x SFP (empty) - 1U - rack-mountable	1,969.98	1,969.98	1,820.71	1,820.71	1,934.55	1,934.55		0.00	1,844.68	1,844.68	1,963.39	1,963.39	1,852.58	1,852.58
		Infrastructure - Replacement Subtotal		\$1,969.98		\$1,820.71		\$1,934.55	*no bid	\$0.00		\$1,844.68		\$1,963.39		\$1,852.58
		Infrastructure - Virtualization Expansion														
1	AX4-5DAE	EMC 2U SAS/SATA 12 Drive DAE	2,299.98	2,299.98	1,997.38	1,997.38	2,046.32	2,046.32		0.00	2,082.45	2,082.45	2,573.06	2,573.06	1,980.00	1,980.00
12	AX-SS15-300	EMC 300GB 15K SAS 3GB Disk Drive	579.98	6,959.76	502.46	6,029.52	514.99	6,179.88		0.00	524.08	6,288.96	586.24	7,034.88	498.00	5,976.00
5	AX-SS15-600	EMC 600GB 15K 3GB SAS Disk Drive	969.98	4,849.90	845.76	4,228.80	866.27	4,331.35		0.00	881.57	4,407.85	986.12	4,930.60	837.60	4,188.00
		Infrastructure - Virtualization Expansion Subtotal		\$14,109.64		\$12,255.70		\$12,557.55	* no bid	\$0.00		\$12,779.26		\$14,538.54		\$12,144.00

MEMORANDUM

DATE: November 15, 2010
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Winter Mix Asphalt

On November 2, 2010, the City received three (3) bids for temporary and permanent winter asphalt as follows. Ten (10) invitations to bid were sent to prospective bidders.

Bidder	Temp Winter Cold Mix (cost per ton)	Permanent Winter Hot Mix (cost per ton)
Rieth-Riley Construction	\$90.00 (alternate bid not meeting the bid specifications)	No Bid
Superior Asphalt, Inc.	\$95.00	\$95.00
A-1 Asphalt, Inc.	No Bid	\$95.00

The winter cold mix asphalt is used for temporary patching, and the winter hot mix is used for permanent patching. It is estimated that we will use approximately 300 tons each of both the cold and hot mixes.

Rieth-Riley Construction Co., submitted a lower bid, however, the bid was for a different asphalt mixture than specified. Also, due to the additional travel time to Rieth-Riley's facility in Ada, the additional cost for labor, equipment and fuel will exceed the \$5.00 per ton difference in cost of the asphalt from Superior Asphalt. It is therefore recommended that the City award the bid for winter cold mix and hot mix asphalt to Superior Asphalt, Inc. at the bid price of \$95.00 per ton.

Sufficient funds are budgeted in Major Street Maintenance (202-441-46300-775.000), Local Street Maintenance (203-441-46300-775.000), Sewer Maintenance (590-441-54200-775.000), Water Main Maintenance (591-441-56200-775.000), Water Service Maintenance (591-441-56700-775.000), Water Hydrant Maintenance (591-441-56600-775.000) and Water Service Installation (591-441-57400-775.000) for this material.

MEMORANDUM

DATE: November 15, 2010
TO: Mayor and City Council
FROM: William D. Dooley, Director of Public Works
SUBJECT: Award of Bid for Gravel and Blast Furnace Slag

On November 2, 2010, the City received nine (9) bids for road gravel and (3) bids for blast furnace slag. West Michigan Recycle, Inc. submitted an alternate bid for crushed concrete that does not meet the M.D.O.T. specifications listed in the bid. Thirty-seven (37) invitations to bid were sent to prospective bidders.

The bid tabulation is as follows:

	Road Gravel 22-A, M.D.O.T. (Per Ton)	Blast Furnace Slag, 22-A, M.D.O.T. (Per Ton)
Marjo Construction Services	\$6.28	No Bid
Stoneco of Michigan	\$6.35	No Bid
Rusche's Trucking	\$6.65	No Bid
Yellow Rose Transport	\$6.75	\$13.75
Verplank Trucking Co.	\$6.86	\$13.95
Aggregate Industries	\$6.90	No Bid
Oetman Excavating	\$7.45	\$18.70
West Michigan Recycle, Inc	\$8.00	No Bid
Grand Rapids Gravel Co.	\$9.40	No Bid

Gravel and blast furnace slag are both used for road repairs. Gravel is mainly used in the summer and is used as a base for asphalt and blast furnace slag is used primarily in the winter as a base for temporary asphalt repairs. Approximately 2,500 tons of gravel and 1,500 tons of blast furnace slag will be used throughout the year.

After reviewing the bids, it is recommended that the City Council award the bid for road gravel to the low bidder, MarJo Construction Services, Inc. for approximately \$15,700.00, and the blast furnace slag to the low bidder, Yellow Rose Transport for approximately \$20,625.00.

Sufficient funds are allocated in various Public Works maintenance accounts: 590-441-54200-775000, 591-441-56200-775000 and 591-441-56700-775000.

jaj

ORDINANCE NO. 12-10

AN ORDINANCE TO AMEND PORTIONS OF SECTION 86-36,
86-172 AND 86-292 AND TO ADD SECTIONS 86-141
AND 86-253(b) TO THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS.

Section 1. That the definition of Director in Section 86-36 shall be amended to read as follows:

Director means director of public works or his designee.

Section 2. That the following definition is hereby added to Section 86-36:

MAHL means maximum allowable headworks loading; to prevent loadings in excess of daily maximum and monthly average limits in the NPDES permit.

Section 3 That Section 86-172 is hereby amended to read as follows:

Sec. 86-172. Publication of list of industrial users in significant noncompliance.

As required by federal regulations, 40 CFR 403.8(f)(2)(vii), the city shall at least annually, before April 1, publish in a newspaper of record a list of industrial users which during the previous calendar year were in significant noncompliance of applicable pretreatment standards or other pretreatment requirements. For the purposes of this section significant noncompliance is defined in section 86-131.

Section 4. That Section 86-292 is hereby amended to read as follows:

Sec. 86-292. Discharge standards and limits.

(a) All nonresidential users who discharge compatible pollutants shall be subject to the requirements itemized below.

(1) *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
5-Day BOD	240
Suspended Solids	220
Parameter	Daily Average

	Concentration (mg/L)
Phosphorus	6.4
Fats, Oil & Grease	51
Ammonia Nitrogen	22.9

(2) *User-specific maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, and if the discharge complies with the requirements of subsection (3) herein, wastewater not in excess of user-specific maximum mass limits may be discharged. These limits will be established by the director by an appropriate allocation of the wastewater treatment plant's approved maximum allowable headworks loadings for the following parameters:

Parameter	MAHL (lb/day)
5-Day BOD	68,000
Suspended Solids	51,600
Total Phosphorus	1,800

(3) *General maximum limits:* Upon approval of the director and issuance of a wastewater discharge permit, wastewater containing pollutants not in excess of the following maximum concentration limits may be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)	Single Grab Concentration (mg/L)
Fats, Oil & Grease	470	830

(4) *Surcharge threshold standards.* Discharges of compatible pollutants shall also be subject to a surcharge in accordance with section 86-162 when exceeding any of the following baseline levels:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
5-Day BOD	340
Suspended Solids	355
Phosphorus	9.1
Fats, Oil & Grease	96

(b) All nonresidential users who discharge incompatible pollutants shall be subject to the requirements itemized below.

(1) Primary toxic pollutants.

a. *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)	MAHL (lb/day)
Arsenic, Total	0.00716	9.99
Cadmium	0.00	2.03
Chromium, Total	0.00175	43.9
Copper, Total	0.0595	87.6
Lead, Total	0.00544	70.0
Mercury, Total	0.000121	0.00214
Molybdenum, Total	0.002	10.6
Nickel, Total	0.003	27.1
Selenium, Total	0.0112	8.33
Silver, Total	0.0118	11.5
Zinc, Total	0.127	187.0
Cyanides, Total	0.00282	4.01

b. *General maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, wastewater not in excess of the following limits may be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)	Single Grab Concentration (mg/L)
Arsenic, Total	0.29	1.3
Cadmium, Total	0.094	0.33
Chromium, Total	2.1	5.4
Copper, Total	2.4	5.3
Lead, Total	2.5	4.6
Molybdenum, Total	0.51	1.4
Nickel, Total	1.3	2.6
Selenium, Total	0.33	1.4
Silver, Total	0.37	2.7
Zinc, Total	5.0	6.0

Cyanides, Total	0.18	0.91
-----------------	------	------

** Based on discharge of any or all of the following phenolic compounds:

- 2-Chlorophenol; 4-Chlorophenol; 2,4-Dichlorophenol;
2,4-Dimethylphenol; 2,4-Dinitrophenol;

2-Methylphenol; 4-Methylphenol; 2-Nitrophenol; 4-Nitrophenol; and Phenol. Discharge of other phenolic compounds is prohibited, except as specifically authorized by the director. If a discharge exceeds this total Phenols limit, the affected user may petition the director for an alternative individual phenolic limit in accordance with subsection (b)(4) herein.

(2) *Secondary toxic pollutants.*

- a. *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
Acetone(2-Propanone)	0.0758
Bromodichloromethane	0.00159
Butylbenzylphthalate	0.00668
di-n-Butylphthalate	0.00406
Chloroform	0.00623
Dibromochloromethane	0.00199
1,4 Dichlorobenzene	0.00279
bis 2-Ethylhexyl Phthalate	0.0265
4-Methylphenol (p-Cresol)	0.0908
Phenol	0.0158
Toluene	0.000938

**Where background levels in normal tap water exceed any of the indicated concentrations, the city may grant an exemption to requiring a wastewater discharge permit if it is adequately demonstrated that no other discharge of the corresponding substance occurs from the discharger's facility.

- b. *General maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, wastewater containing pollutants not in excess of the following limits may be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
Acetone (2-Propanone)	620
Benzene	0.61
Bromodichloromethane	0.71

2-Butanone (Methyl Ethyl Ketone)	650
Parameter	Daily Average Concentration (mg/L)
di-n-Butylphthalate	0.91
Carbon Tetrachloride	0.13
Chlorobenzene	2.4
Chloroform	0.64
4-Chloro-3-Methyl Phenol (p-Chloro-m-Cresol)	0.86
Dibromochloromethane	0.75
1,2-Dichlorobenzene	2.1
1,3-Dichlorobenzene	0.31
1,4-Dichlorobenzene	0.40
1,2-Dichloroethane	0.35
1,1-Dichloroethylene	1.9
1,2-Dichloroethylene	4.5
1,2-Dichloropropane	0.34
2,4-Dimethylphenol	4.3
Ethylbenzene	0.98
bis 2-Ethylhexyl Phthalate	0.16
Isophorone	30
Methylene Chloride	1.1
2-Methylphenol (o-Cresol)	6.5
4-Methylphenol (p-Cresol)	3.1
Naphthalene	2.0
Phenol	32
1,1,2,2-Tetrachloroethane	0.12
Tetrachloroethylene (Perchloroethylene)	0.05
Toluene	3.5
1,1,1-Trichloroethane	2.0
1,1,2-Trichloroethane	0.23
Trichloroethylene	0.54
Vinyl Chloride	0.05
Xylenes, Total	0.94

(3) *Tertiary toxic pollutants.*

- a. *Background standards.* Unless specially authorized via approval of the director and issuance of a wastewater discharge permit, no wastewater containing pollutants in excess of the following background levels shall be discharged:

TABLE INSET:

Parameter	Daily Average Concentration (mg/L)
Benzoic Acid	0.166
Diethylphthalate	0.00873
2-Methylnaphthalene	0.0178

- b. *User-specific maximum limits.* Upon approval of the director and issuance of a wastewater discharge permit, and if the discharge complies with the requirements of subsection (c) herein, wastewater not in excess of user-specific maximum limits may be discharged. These limits will be established by the director via an appropriate mass allocation of the wastewater treatment plant's approved maximum allowable headworks loadings for the following parameters:

Parameter	MAHL (lb/day)
Benzoic Acid	15.9
Carbon Disulfide	4020
Chloroethane	167
Diethylphthalate	111
1,1-Dichloroethane	23
Ethyl Ether (Diethyl Ether)	107
2-Hexanone (Methyl-n-Butyl Ketone)	5.420
Hexone (Methyl Isobutyl Ketone; 4-Methyl-2-Pentanone)	0.178
2-Methylnaphthalene	244
N-Nitrosodiphenylamine	0.743
Phenanthrene	4.79
2,4,5 - Trichlorophenol	2.65

- (4) *Individual phenolic compounds.* If a discharge exceeds the total phenols limit of subsection (b)(1) herein, the affected user may petition the director for an alternative individual phenolic compound limit. Included with this petition shall be a "phenol characterization plan" that shall aim to identify and quantify the specific phenolic compounds present in the discharge. If the director deems the plan approvable and concurs with the results of the subsequent study, if the specific compounds present in the discharge are included in those authorized herein, and if the discharge complies with the requirement of subsection (c) herein, the total phenols limit may be replaced with one or more of the following alternative user-specific maximum limits that will be established by the director via an appropriate mass allocation of the wastewater treatment plant's approved maximum allowable headworks loadings:

Parameter	MAHL (lb/day)
2,4-Dimethylphenol	543
2-Methylphenol (o-Cresol)	248
4-Methylphenol (p-Cresol)	75
Phenol	1440

- (c) All discharges with user-specific maximum limits established in accordance with Subsections (a)(2), (b)(3)b., and (b)(4) herein will be subject to all of the following additional requirements:
- (1) The discharge shall be monitored by continuous on-line flow measuring and recording devices, including the capability to calculate actual average daily flow.
 - (2) The discharge shall be monitored via an automatic sampler that is controlled via an input signal from the flow measuring device of subsection (c)(1), herein, so as to produce a flow-proportioned composite sample.
 - (3) The associated wastewater discharge permit shall include both average daily flow and concentration limits (daily average and single grab) as enforceable conditions.

Section 5. Section 86-141 is hereby added to the Code to read as follows:

Sec. 86.141. City of Grand Rapids Sanitary Sewer System.

In the event a significant industrial user located in the City is connected to the sanitary sewer system of the City of Grand Rapids, the terms of the City of Grand Rapids Sewer Use Ordinance (Chapter 27 of the Grand Rapids City Code) as amended, and the Interjurisdictional Agreement (IJA) executed by both the City of Grand Rapids and City of Wyoming pursuant to MCL 124.1 et seq, as amended, shall apply and are hereby incorporated by reference. Copies of the relevant portion of the Grand Rapids City Code and the IJA are on file with the city clerk and available to the public.

Section 6. That Section 86-253(b) is hereby added to read as follows:

- (b) All users shall be required to maintain records of waste water contribution information for a period of at least three (3) years.

Section 7. This ordinance shall be in full force and effect on the ____ day of _____, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the ____ day of _____, 2010.

Heidi A. Isakson
Wyoming City Clerk