



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

PUBLIC NOTICE OF ELECTRONIC REGULAR MEETING OF THE MICHIGAN MUNICIPAL SERVICES AUTHORITY EXECUTIVE COMMITTEE

PLEASE NOTE: THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO MCL 15.263a. The Executive Committee of the Michigan Municipal Services Authority (the Authority) is meeting electronically as a result of the COVID-19 virus and to protect the health, safety and welfare of the citizens of Michigan from such virus, as allowed by MCL 15.263a.

The Authority will hold a regular meeting on the following date, at the following time, and at the following location:

Date

Thursday, January 14, 2021

Time

2:00 PM

Refer to the MMSA's website to view the complete Agenda and Packet for the meeting.

Specific instructions for public participation via a webinar will be posted on the MMSA's

website: <http://michiganmsa.org/>

WEBINAR LINK: <https://zoom.us/j/93267954509>

WEBINAR ID: 932 6795 4509

The meeting is open to the public and this notice is provided under the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

The meeting location is barrier-free and accessible to individuals with special needs. Individuals needing special accommodations or assistance to attend or address the meeting should contact the Authority at (248) 925-9295 prior to the meeting to assure compliance with Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, and 42 USC 12131 to 12134.

A copy of the proposed meeting minutes will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Thursday, January 14, 2021 at 2:00 PM

LIVE ZOOM WEBINAR

[\[Link to Join Webinar\]](#) Webinar ID: 932 6795 4509

Capitol View Building
201 Townsend St Suite 900
Lansing, MI 48933

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes**
 - a. Minutes of the December 17, 2020 Executive Committee special meeting
- V. Administrative Report**
 - a. FMS Project Update
 - b. LCSA Update & Legislation
 - c. Mark Wollenweber – City of Flint update
- VI. New Business**
 - a. CEO Transition Discussion
 - b. Transition Timeline for MMSA and LCSA
 - c. Resolution 2020-01 Depository Bank Account Signers
- VII. Public Comment**
- VIII. Other Business**
- IX. Adjournment**

A copy of the proposed minutes of the meeting will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Thursday, December 17, 2020 at 2:00 p.m.

LIVE ZOOM MEETING
Capital View Building
Constitution Room – 9th Floor
201 Townsend Street
Lansing, MI 48933

MINUTES

Proposed Minutes Approved

MEETING TYPE: Regular Special

I. Call to Order

The meeting was called to order at 3:05 p.m.

II. Roll Call

Executive Committee Member Attendance:

	PRESENT	ABSENT
Kelli Scott, Chairperson*	X	
Kathleen Lomako, Secretary*	X	
Eric DeLong, Treasurer*	X	
Dominick Pallone, Member*	X	

*Participated via teleconference.

Other attendees:

- Shea Charles, MMSA*
- Kristen Delaney, MMSA*
- Steven Liedel, Dykema*
- Jessica Moy, MMSA Authority Board*
- Phil Bertolini, MMSA Authority Board*

III. Approval of Agenda

Chairperson Scott stated that she would like to amend the agenda to include appointment of a Secretary as item “a” under New Business. A motion was made to approve the agenda as amended.

Moved by: DeLong
Supported by: Pallone

Yes: X No:

IV. Approval of Minutes

a. Minutes of the November 19, 2020 Executive Committee meeting.

Moved by: DeLong
Supported by: Pallone

Yes: X No:

V. Administrative Report

CEO Charles gave the Committee an update on his new position. He expects his position to begin in mid to late February. He stated that when his employment agreement is approved, he will formally notify the Committee and give them the 30-day notice requested in his contract. He has asked his new employer to stay on to assist with the METRO Act payments. He noted that looking forward, the question for the Authority is how they want to fill his position. Looking at the budget and the Authority’s reserves, there are a guaranteed three years of revenue to continue. Charles noted that there is an option for a part-time CEO. He has identified a prospective candidate and will put him in touch with the Authority if the Committee would like. There was a consensus that the Committee would like Charles to arrange a Zoom call with this prospective candidate.

Charles gave an update on CGI contract negotiations and an update on Wollenweber’s work with the City of Flint.

Charles stated that he has not heard back from the Governor’s office regarding MMSA appointments. He has left messages for the staffer in charge of the Authority.

VI. Old Business

None.

VII. New Business

a. Appointment of a Secretary

Motion was made to nominate Kathleen Lomako to be Secretary.

Moved by: Pallone

Supported by: DeLong

Yes: No:

b. MMSA State of Michigan Grant Extension

Charles reviewed the draft resolution noting that it should be numbered 2020-08 and the name of the secretary needs to be changed in the last line. He went on to state that there is approximately \$64,000 left on the grant and they are expending around \$7,000 to \$8,000 per month. He indicated that the Treasury seems to like this model and that it extends for one year and automatically renews.

Motion was made to approve Resolution 2020-08 MMSA State of Michigan Grant Extension.

Moved by: DeLong

Supported by: Pallone

Yes: No:

c. MMSA CEO & Contract Amendment Re: Health Insurance

Charles reviewed the draft resolution noting that it should be numbered 2020-09 and the name of the secretary needs to be changed in the last line. Pursuant to the CEO and Assistant to the CEO's employment agreements, the Authority agreed to pay for Charles' COBRA for 2020 and then to provide coverage in 2021. Charles noted that it is a standard plan with a \$1,500 deductible with a 0.05% increase from what we paid last year.

Motion was made to approve Resolution 2020-09 MMSA CEO & Contract Amendment Re: Health Insurance.

Moved by: DeLong

Supported by: Pallone

Yes: No:

d. CEO Transition Discussion

Charles stated that this was addressed during the CEO report.

VIII. Public Comment

None.

IX. Other Business

X. Adjournment

Motion to adjourn the meeting at 3:40 PM.

Moved by: Pallone

Supported by: DeLong

Yes: No:

Certification of Minutes

Approved by the Executive Committee on January 17, 2021.

Authority Secretary

Date



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

DATE: January 11, 2021
TO: Executive Committee
FROM: Shea Charles, CEO
SUBJECT: December Report

I am pleased to submit my report of MMSA activities for December

Monthly Financials

Please find the attached monthly financial reports for December 2020.

FMS/CGI

Mr. Leidel and I have spoken, and he will begin updating the CGI Agreement.

LCSA Administrative Update

METRO Act True-up sheets were issued to telecom providers on January 6th and we are starting to get completed forms back.

City of Flint

The Treasury Department has approved the amended grant agreement to continue providing technical services to the City of Flint. Please find Mr. Wollenweber's report for December included in this agenda packet.

Health Care Pool

I had a lengthy conversation with Jefferson Health Plan representatives just before the holidays. They are still interested in working with MMSA, specifically looking at establishing a sub-pool to provide aggregate pricing. If a sub-pool of this nature can combine 500 or more lives, then the pricing becomes very competitive.

MMSA Appointments

We are awaiting appointments from the Governor's office; it is my understanding that there are several other Boards also waiting appointments.

Next Steps for MMSA

Attached is a draft term sheet and professional services agreement for the MMSA to contract with Vettraino LLC to provide interim CEO services. If the Executive Committee finds them acceptable Mr. Leidel and I will finalize them.



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

January 8, 2021

To: Shea Charles, CEO
Michigan Municipal Services Authority (MMSA) Board of Directors

Re: December 2020 Monthly Statements

Enclosed are the following Monthly Statements for your review:

1. Revenue & Expenditure Report – General Fund
2. Revenue & Expenditure Report – Financial Management System Fund
3. Revenue & Expenditure Report – All Funds
4. Balance Sheet
5. Check Register
6. Bank Account Reconciliation
7. Bank Statement

Fiscal Year Ending September 30, 2020 balances are still in draft form and subject to change in conjunction with the audit. Audit fieldwork commenced December 7, 2020.

Please contact Kari Shea (248-223-3287) or Kelly Schimmoeller (734-302-6456) with any questions.

Thank you.

Disclaimer: These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.



Michigan Municipal Services Authority
REVENUE AND EXPENDITURE REPORT
As of December 31, 2020

	Year Ending 09/30/2020 <u>END BALANCE</u>	Year Ending 09/30/2021 <u>BUDGET</u>	Year To Date 12/31/2020 <u>YTD BALANCE</u>	<u>% BDGT</u>
Revenue				
671000 - Contract Revenue	164,755	150,000	58,625	39.08 %
Total Revenue	<u>164,755</u>	<u>150,000</u>	<u>58,625</u>	<u>39.08 %</u>
Expenses				
Salary and Fringes				
701000 - Personal Services	197,103	181,000	57,265	31.64 %
715000 - Social Security & Medicare	15,249	13,847	4,368	31.54 %
718000 - Insurance - Health	12,293	24,798	6,017	24.27 %
Total Salary and Fringes	<u>224,645</u>	<u>219,645</u>	<u>67,650</u>	<u>30.80 %</u>
Operating				
752000 - Office Expense	4,010	2,000	285	14.24 %
801000 - Professional and Contractual Services	7,195	0	0	0.00 %
801500 - Office Rent	7,365	10,740	735	6.84 %
802000 - Legal	13,717	18,000	0	0.00 %
803000 - Accounting	12,180	16,000	0	0.00 %
803500 - Audit	11,000	11,000	0	0.00 %
804000 - Bank Service Charges	784	2,500	261	10.41 %
805000 - HR and Benefits Consulting	859	5,000	0	0.00 %
840000 - Insurance	4,950	2,810	2,263	80.56 %
861000 - Mileage Reimbursement	2,745	2,500	0	0.00 %
910000 - Professional Development	2,615	5,000	0	0.00 %
913000 - Conference Expenses	615	4,000	195	4.88 %
955000 - Miscellaneous	1,013	2,000	0	0.00 %
Total Operating	<u>69,048</u>	<u>81,550</u>	<u>3,739</u>	<u>4.58 %</u>
Total Expenses	<u>293,693</u>	<u>301,195</u>	<u>71,389</u>	<u>23.70 %</u>
Revenue in Excess of Expenses	<u>(128,938)</u>	<u>(151,195)</u>	<u>(12,764)</u>	<u>8.44 %</u>
Transfers				
699273 - Interfund Transfer In - FMS	135,125	101,169	0	0.00 %
Total Transfers	<u>135,125</u>	<u>101,169</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>6,187</u>	<u>(50,026)</u>	<u>(12,764)</u>	<u>25.52 %</u>

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Michigan Municipal Services Authority
REVENUE AND EXPENDITURE REPORT
 As of December 31, 2020

**There is no activity in this fund
 as of 12/31/20**

	Year Ending 09/30/2020 END BALANCE	Year Ending 09/30/2021 BUDGET
Revenue		
671000 - Contract Revenue	1,105,988	1,557,114
Total Revenue	1,105,988	1,557,114
Expenses		
Operating		
801000 - Professional and Contractual Services	970,863	1,455,946
Total Operating	970,863	1,455,946
Total Expenses	970,863	1,455,946
Revenue in Excess of Expenses	135,125	101,168
Transfers		
995101 - Transfer Out - GF	(135,125)	101,169
Total Transfers	(135,125)	101,169
Change in Equity	0	202,337

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Michigan Municipal Services Authority
REVENUE AND EXPENDITURE REPORT
As of December 31, 2020

	Year Ending 09/30/2020 <u>END BALANCE</u>	Year Ending 09/30/2021 <u>BUDGET</u>	Year To Date 12/31/2020 <u>YTD BALANCE</u>	<u>% BDGT</u>
Revenue				
671000 - Contract Revenue	1,270,743	1,707,114	58,625	3.43 %
Total Revenue	<u>1,270,743</u>	<u>1,707,114</u>	<u>58,625</u>	<u>3.43 %</u>
Expenses				
Salary and Fringes				
701000 - Personal Services	197,102	181,000	57,265	31.64 %
715000 - Social Security & Medicare	15,249	13,847	4,368	31.54 %
718000 - Insurance - Health	12,293	24,798	6,017	24.27 %
Total Salary and Fringes	<u>224,644</u>	<u>219,645</u>	<u>67,650</u>	<u>30.80 %</u>
Operating				
752000 - Office Expense	4,010	2,000	285	14.24 %
801000 - Professional and Contractual Services	978,059	1,455,946	0	0.00 %
801500 - Office Rent	7,365	10,740	735	6.84 %
802000 - Legal	13,717	18,000	0	0.00 %
803000 - Accounting	12,180	16,000	0	0.00 %
803500 - Audit	11,000	11,000	0	0.00 %
804000 - Bank Service Charges	784	2,500	261	10.41 %
805000 - HR and Benefits Consulting	858	5,000	0	0.00 %
840000 - Insurance	4,951	2,810	2,263	80.56 %
861000 - Mileage Reimbursement	2,745	2,500	0	0.00 %
910000 - Professional Development	2,615	5,000	0	0.00 %
913000 - Conference Expenses	615	4,000	195	4.88 %
955000 - Miscellaneous	1,013	2,000	0	0.00 %
Total Operating	<u>1,039,912</u>	<u>1,537,496</u>	<u>3,739</u>	<u>0.24 %</u>
Total Expenses	<u>1,264,556</u>	<u>1,757,141</u>	<u>71,389</u>	<u>4.06 %</u>
Revenue in Excess of Expenses	<u>6,187</u>	<u>(50,027)</u>	<u>(12,764)</u>	<u>25.51 %</u>
Transfers				
699273 - Interfund Transfer In - FMS	135,125	101,169	0	0.00 %
995101 - Transfer Out - GF	(135,125)	101,169	0	0.00 %
Total Transfers	<u>0</u>	<u>202,338</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>6,187</u>	<u>152,311</u>	<u>(12,764)</u>	<u>(8.38) %</u>

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Michigan Municipal Services Authority COMPARATIVE BALANCE SHEET

	PERIOD ENDED 09/30/2020	PERIOD ENDED 12/31/2020	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts	294,675	289,406	(5,269)	(1.78) %
Other Current Assets				
040000 - Accounts Receivable	14,755	0	(14,755)	(100.00) %
123000 - Prepaid Expenses	1,356	0	(1,357)	(100.00) %
Total Other Assets	16,111	0	(16,112)	(100.00) %
Total Current Assets	310,786	289,406	(21,381)	(6.87) %
TOTAL ASSETS	310,786	289,406	(21,381)	(6.87) %
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
202000 - Accounts Payable	4,116	0	(4,116)	(100.00) %
Total Accounts Payable	4,116	0	(4,116)	(100.00) %
Other Current Liabilities				
257000 - Accrued Salaries Wages	4,500	0	(4,500)	(100.00) %
Total Other Current Liabilities	4,500	0	(4,500)	(100.00) %
Total Current Liabilities	8,616	0	(8,616)	(100.00) %
Total Liabilities	8,616	0	(8,616)	(100.00) %
Equity				
390000 - Fund Balance - Unassigned	295,983	302,170	6,186	2.09 %
Net Revenue	6,187	(12,764)	(18,951)	(306.31) %
Total Equity	302,170	289,406	(12,765)	(4.22) %
TOTAL LIABILITIES AND EQUITY	310,786	289,406	(21,381)	(6.87) %

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Created on: 01/05/2021, 2:16 PM EDT

Michigan Municipal Services Authority Check Register

Date	Payee	Document No	Amount Cleared
	Bank: Bill.com Clearing - Bill.com Clearing	Account No:	
12/31/2020	10009--Kristen Delaney		138.30 In Transit
12/31/2020	10025--Reid S. Charles II		1,501.89 In Transit
	Total for Bill.com Clearing		<u><u>1,640.19</u></u>
	Bank: Fifth Third - 1244 - Firth Third	Account No: 7169301244	
12/01/2020	10005--BCBSM		2,199.26 12/31/2020
12/01/2020	10005--BCBSM		465.40 12/31/2020
12/02/2020	10015--Gusto		57.00 12/31/2020
12/10/2020	10015--Gusto		2,659.25 12/31/2020
12/24/2020	10015--Gusto		2,693.80 12/31/2020
	Total for Fifth Third - 1244		<u><u>8,074.71</u></u>

Michigan Municipal Services Authority Reconciliation Report

As Of 12/31/2020
Account: 5/3 Checking

Statement Ending Balance	289,405.54
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	289,405.54
Book Balance	289,405.54
Adjustments*	0.00
Adjusted Book Balance	289,405.54

Total Checks and Charges Cleared	23,157.10	Total Deposits Cleared	21,125.00
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Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
State of Michigan	City of Flint	12/22/2020		21,125.00	
Total Deposits				21,125.00	0.00

Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
BCBSM	Health Care Premium	12/01/2020		2,199.26	
BCBSM	Health Care Premium	12/01/2020		465.40	
Gusto	November 2020 Invoice	12/02/2020		57.00	
General Ledger Entry	12.10.20 Payroll	12/10/2020		6,637.15	
Gusto	12.10.2020 Payroll	12/10/2020		2,659.25	
General Ledger Entry	12.24.20 Payroll	12/24/2020		6,721.02	
Gusto	12.24.2020 Payroll	12/24/2020		2,693.80	
General Ledger Entry	December 2020 Bank Fee	12/31/2020		1,640.19	
				84.03	
Total Checks and Charges				23,157.10	0.00



Statement Period Date: 12/1/2020 - 12/31/2020

Account Type: COMM'L 53 ANALYZED

Account Number: [REDACTED]

— MICHIGAN MUNICIPAL SERVICE
 200 TOWNSEND ST STE 900
 LANSING MI 48933



0

Banking Center: Grand Rapids
 Banking Center Phone: 616-653-5440
 Commercial Client Services: 866-475-0729

5798

Account Summary - [REDACTED]

12/01	Beginning Balance	\$291,437.64	Number of Days in Period	31
	Checks			
9	Withdrawals / Debits	\$(23,157.10)		
1	Deposits / Credits	\$21,125.00		
12/31	Ending Balance	\$289,405.54		

Withdrawals / Debits

9 items totaling \$23,157.10

Date	Amount	Description
12/01	465.40	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 120120
12/02	57.00	GUSTO 6semjm718c6 FEE 249542 6semjp4ofnb MICHIGAN MUNICIPAL SER 120220
12/09	2,659.25	GUSTO 6semjm738ml TAX 315413 6semjp5iq44 MICHIGAN MUNICIPAL SER 120920
12/09	6,637.15	GUSTO 6semjm738mg NET 315408 6semjp5iq33 MICHIGAN MUNICIPAL SER 120920
12/10	84.03	SERVICE CHARGE
12/23	2,693.80	GUSTO 6SEMJM772K7 TAX 440263 6semjp78c3p MICHIGAN MUNICIPAL SER 122320
12/23	6,721.02	GUSTO 6SEMJM772K1 NET 440257 6semjp78c38 MICHIGAN MUNICIPAL SER 122320
12/29	2,199.26	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 122920
12/31	1,640.19	Bill.com Payables 016UQISQU1NDEK0 Michigan Municipal Ser Multiple Payments Bill.com Payables 016UQISQU1NDEK0 123120

Deposits / Credits

1 item totaling \$21,125.00

Date	Amount	Description
12/22	21,125.00	STATEOFMICHIGAN PMT/REFUND 202012171129231 MICHIGAN MUNICI NTE*210000213133 *CV0053980 *MICHIGAN MUNICIPAL SERVICES AU 122220

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
12/01	290,972.24	12/10	281,534.81	12/29	291,045.73
12/02	290,915.24	12/22	302,659.81	12/31	289,405.54
12/09	281,618.84	12/23	293,244.99		

FIFTH THIRD HAS SYSTEMATICALLY PROVIDED THE FIRST \$100 OF YOUR TOTAL CHECK DEPOSIT AMOUNT TO YOU AT THE TIME OF DEPOSIT, AS A COURTESY. ACCOUNTS OPENED PRIOR TO NOVEMBER 14, 2019 WOULD HAVE RECEIVED RULES AND REGULATIONS DETAILING THIS COURTESY AVAILABILITY. EFFECTIVE 02/18/2021, WE WILL NO LONGER PROVIDE THE FIRST \$100 OF THE CHECK DEPOSIT TO YOU. ALL DEPOSITS WILL CONTINUE TO FOLLOW THE STATED REGULATION CC FUNDS AVAILABILITY RULES IN REGARDS TO CHECK DEPOSITS. STANDARD CUTOFF TIMES APPLY.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

DATE: January 12, 2021
TO: Shea Charles
FROM: Mark Wollenweber
SUBJECT: January Report

I am pleased to submit my report on my work in the City of Flint to date.

Dates Worked

December 14, 2020; December 21, 2020; December 28, 2020. I met w/ Treasurer Amanda T on all but one date and talked to her by phone on that date. I met w/ Finance staff members each time and met w/ Eric S. Each time but on 12-28-20 as he was not in. I also met w/ Glenda in Planning on two projects.

Work Completed

I followed up w/ Joyce On the Purchasing training and suggested follow up training w/ BS and A for the clerical staff who input data for purchase orders. I also followed up by phone and emails w/ the Michigan Department of Corrections on the jail contract w/ the County. I verified that Flint received from them reimbursement for the funds it advanced to the County. I redrafted the proposed purchasing intern notice and assisted in getting approval from both Finance and HR. I assisted Planning in steps to close out the Flint Area Economic Community program and helped redraft a letter to the neighboring township that gets 12% of the assets. I spoke to the audit firm that prepares the books and to Plante-Moran who will do the final audit. We asked thru Treasury to see if MDHHS would waive the final audit requirement as it is only for a few months but they were unwilling. I also made several calls to assist Planning on a Section 108 loan program that had been bid by Purchasing twice w/ no replies and checked on whether or not Davis-Bacon requirements needed to be included on single home rehab packages.

Results

I verified that Flint did receive both requested reimbursements from MDOC and that a 10-1-20 thru 9-30-21 contract w/ Corrections for the jail lockup had not been proposed as yet. I contacted MDOC to request on behalf of the city an administrative fee and am awaiting a response. I verified that the lead based paint and asbestos testing had been completed so that the results could be incorporated in bids to reactivate the sprinkler system in the business incubator

building. I contacted both the accounting firm that does the record keeping for the FAEC and the audit firm to close out that program so the assets could be disbursed. I assisted in drafting and redrafting a letter to the neighboring township who gets 12% of the final assets and also inquired about an admin fee for the city doing all of the program work. I contacted several other cities about when does Davis -Bacon wage rules apply to home rehab. I also contacted two agencies that have handled Section 108 loan programs and identified two persons who could assist in the development of that type of program.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

DATE: January 11, 2021
TO: Executive Committee
FROM: Shea Charles, CEO
SUBJECT: Proposed Vettraino Agreement

At the December Board meeting it was decided to interview Jaymes Vettraino of Vettraino Consulting, LLC for the position of part-time, interim CEO. Based on the interview it is recommended the MMSA proceed with retaining Mr. Vettraino for a period of six months to provide 15 hours of work (on average) for a cost of \$40,000. Attached is a draft services agreement and term sheet for your review. Steve Liedel will be reviewing the agreement in preparation for Thursday's meeting. If the general terms of the agreement are acceptable, I ask the Executive Committee to vote to approve the agreement as to form and authorize the Chair to sign once approved by legal counsel.

Draft Term Sheet

- 1) MMSA will contract with Vettraino Consulting, LLC for the period starting January 18, 2021 until July 18, 2021 for a total of \$40,014 (twenty-six weeks at 1,539 per week) to provide interim CEO services. Including, but no limited to:
 - a) oversee day-to-day operations of the MMSA & LCSA,
 - b) administration of the CGI Contract
 - c) Implementation of the 2021 METRO Act Fees
 - d) Implementation of LCSA PPT payments
 - e) Continued program development
- 2) Vettraino Consulting, LLC shall invoice MMSA once per month for services provide during the prior month.
- 3) As request by the MMSA, Vettraino Consulting, LLC will assign Jaymes Vettraino as the MMSA CEO and he will be responsible for all CEO duties as provided by the governing documents of the MMSA, duties as noted in this term sheet and duties as assigned by the Executive Board.
- 4) Vettraino Consulting, LLC will provide approximately 15 hours per week of service to the MMSA, the parties acknowledge the actual hours may vary depending upon workload.
- 5) At the end of the six-month period the MMSA may:
 - a) Enter into a subsequent agreement with Vettraino Consulting, LLC to continue providing CEO services; or
 - b) Draft a request for proposal for services pursuant to the MMSA purchasing policy; or
 - c) Proceed with any other option available to the MMSA.
- 6) Vettraino Consulting, LLC will provide periodic accounting of time the MMSA Executive Committee in a manner and time agreed upon the parties.
- 7) Within the first month Mr. Vettraino will assist the MMSA Board with a visioning process to assist with setting measurable goals.
- 8) The parties acknowledge that Mr. Vettraino understands that during the course of this agreement he will adhere to the ICMA Code of Ethics, which will help govern any conflicts of interest.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”), made this ____ day of _____, 2021, by and between the **MICHIGAN MUNICIPAL SERVICES AUTHORITY (MMSA)**, having its mailing address at P.O. Box 12012, Lansing, MI 48901, and Vettraino Consulting, LLC (**SERVICE PROVIDER**), having its mailing address at P.O. Box 82202, Rochester, MI 48307, provides as follows:

WITNESSETH:

WHEREAS, the MMSA desires to have certain services provided, which shall be of the type, nature and extent as set forth in the Term Sheet offered by the **SERVICE PROVIDER** dated _____, 2021 (“**TERM SHEET**”); and

WHEREAS, **SERVICE PROVIDER** desires to provide said services for the MMSA, which it shall do in accordance with the experience it has attained, under the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. **SERVICE PROVIDER** shall perform the services as set forth in the **TERM SHEET**. The type, nature and scope may be changed if mutually agreed upon in writing by **SERVICE PROVIDER** and the MMSA. The **TERM SHEET** dated _____, 2021 is incorporated in this **AGREEMENT** by reference and attached here to as Exhibit A.

2. The MMSA shall pay the **SERVICE PROVIDER** for the performance of this Agreement as outlined in the **TERM SHEET**, which amount shall compensate **SERVICE PROVIDER** for all aspects of the services to be performed including, but not limited to, all preparation,

coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in the TERM SHEET.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one individual responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the MMSA.

5. This Agreement shall commence and shall terminate in accordance with the provisions as set forth in the TERM SHEET.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

7. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect. If there is any conflict between the TERM SHEET and Agreement the Agreement shall control.

8. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by SERVICE PROVIDER without the prior written consent of the MMSA. Any attempt at assignment without prior written consent shall be void and of no effect.

9. SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence for combined single limit, Personal Injury, Bodily Injury and Property

Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.

10. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

11. SERVICE PROVIDER and the MMSA agree that SERVICE PROVIDER is an independent contractor and shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the MMSA. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the MMSA, or be deemed an employee of the MMSA for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation, and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors. SERVICE PROVIDER shall indemnify and hold MMSA harmless for the non-payment of any taxes for which SERVICE PROVIDER is liable.

The said parties have caused this Agreement to be executed as of the date and year above written.

MICHIGAN MUNICIPAL SERVICES AUTHORITY

By:

Its:

VETTRAINO CONSULTING, LLC

By: _____
Jaymes Vettraino

Its: Owner

Vettraino Consulting, LLC

P.O. Box 82202 ~ Rochester, MI 48308 ~ 248-379-8923 ~ VettrainoConsulting@gmail.com

December 22, 2020

TO: Shea Charles, CEO MMSA

RE: Meeting with MMSA Board Members

I am grateful for our recent conversations regarding the MMSA and appreciate the opportunity to continue our discussion with MMSA Board members on January 8th.

I look forward to sharing my professional experience and thoughts with the MMSA Board members. As we have discussed, I am interested to see if there might be an opportunity for me assist the Board in executing its vision to **Collaborate * Innovate * Serve** local governments in Michigan.

As noted on my resume, my background includes 17 years as a municipal manager. Over the past 5 years I have had the opportunity to teach and direct a social entrepreneurship program at Rochester University and to work with many Michigan municipalities through my consulting business. Entrepreneurial government has been a theme of my professional and educational career and I find the MMSA concept of a “virtual municipality” very intriguing.

The MMSA’s mission to **deliver** shared municipal services and vision to **revolutionize** local government through access to best practices will be needed as local governments continue to navigate unprecedented pressures and changes. Understanding that the MMSA was formed in 2012, borne out of the 2008/9 recession, the organization can be a valuable resource as our cities, villages, townships, counties, and districts comes out of the 2020/21 pandemic. Projecting the needs of our local communities’ post-pandemic will be a challenging and dynamic opportunity as we consider how best to assist our local partners in serving their citizens.

I look forward to our meeting on January 8th and to better understanding the MMSA’s goals, objectives, and expectations.

If I can provide you with any additional information, please let me know.

Sincerely,



Jaymes Vettraino

Jaymes A. Vettrano

1891 Beaver Creek ~ Rochester, MI 48307 ~ 248-379-8923 ~ vettranoconsulting@gmail.com

EDUCATION

Lehigh University

Bethlehem, PA
Masters of Business Administration
Graduate with Honors
Focus of Study: Management and
Entrepreneurial Ventures
Executive Study Topic: Agile Virtual
Enterprise Business Model

Michigan State University

East Lansing, MI
Bachelor of Arts, Political Science
Graduate with Honors

RECOGNITIONS

Distinguished Faculty Award
Rochester University (2019)

Community Advocacy Award
Rochester Regional Chamber (2018)

Elite 40 Under 40
Oakland County (2015)

Outstanding Service Award
Michigan Municipal League (2013)

College Commencement Speaker
Michigan State University

CURRENT BOARD SERVICE

Community Foundation of Greater
Rochester

Chief Financial Credit Union

Leadership Oakland County
Non-Profit Committee

Dutton Farm

HIGHER EDUCATION

Rochester University (Rochester Hills, MI) 8/2015 – Present
Director of the Center for Social Engagement and Assistant Professor

- Responsible for the creation of a new School of Business Social Enterprise Major
- Responsible for the creation and administration of a Center for Social Engagement
- Design and teach courses in the School of Business
- Manage University Capital Construction Projects

Oakland University (Rochester, MI) Fall 2017
Adjunct Faculty, Masters in Public Administration

Alvernia College (Reading, PA) Spring 2003
Adjunct Faculty, Graduate and Continuing Studies

CONSULTING

Vettrano Consulting, LLC (Rochester, MI) 8/2015 – Present
Owner

Consultant contracts with more than three dozen local government agencies in Michigan on a variety of engagements including:

- Executive Recruitment
- Five-Year Financial Plan Development
- Organizational Assessment
- Classification and Compensation Studies
- Employee Development/Evaluation
- Strategic Planning

Vettrano Consulting also serves private sector clients:

- Land Development Planning and Approval
- Leadership Team Facilitation

MUNICIPAL MANAGEMENT

City of Rochester (Rochester, MI) 5/2008 – 8/2015
City Manager

Kutztown Borough (Kutztown, PA) 1/2003 – 5/2008
Municipal Manager/Treasurer

Pen Argyl Borough (Pen Argyl, PA) 6/1998 – 1/2003
Municipal Manager/Treasurer

Jaymes A. Vettrano

1891 Beaver Creek ~ Rochester, MI 48307 ~ 248-379-8923 ~ vettranoconsulting@gmail.com

PRESENTATIONS AT PROFESSIONAL CONFERENCES AND TO GOVERNMENTAL AGENCIES

National League of Cities
American Public Power Association
Federal Communication Commission
Michigan House of Representatives and Michigan Senate (testimony)
Michigan Local Government Management Association
Pennsylvania House of Representatives and Pennsylvania Utility Commission (testimony)
National Association of Telecommunications Officers and Officials
National Fiber to the Home Council
National Exchange Carrier Association
Pennsylvania Municipal Electric Association
Michigan Downtown Association
National Main Street America

PAST PROFESSIONAL ASSOCIATIONS AND BOARD MEMBERSHIPS

International City Managers Association
Michigan Local Government Management Association
Oakland County Local Government Management Association
Leadership Oakland County
Rochester College Masters Business Administration Advisory Board
American Public Power Association
Pennsylvania Association of Municipal Managers
Pennsylvania Municipal Electric Association, President
Berks County Municipal Manager's Association
Berks County Keystone Innovation Zone Board Member
Kutztown Area Chamber of Commerce Board Member
Leadership Lehigh Valley
Communities that Care of the Slate Belt Board Member and Treasurer
Lehigh Valley Cooperative Purchasing Council, President
Lehigh Valley Municipal Manager's Association
Comprehensive Plan Urban Committee, Lehigh Valley Planning Commission
Slate Belt Summit Steering Committee
Slate Belt Chamber of Commerce Community & Economic Development Committee

Vettraino Consulting, LLC

P.O. Box 82202 ~ Rochester, MI 48308 ~ 248-379-8923 ~ VettrainoConsulting@gmail.com

Client List:

Executive Recruitment & Human Resources

Bloomfield Township Library*
City of Albion*
City of Charlotte*
City of Eastpointe*
City of Ferndale DDA*
City of Ferndale*
City of Hamtramck*
City of Jackson *
City of Lincoln Park*
City of Melvindale*
City of Rochester
City of Rochester Hills*
City of Royal Oak*
City of South Lyon*
City of Troy*
County of Grand Traverse*
County of Kent*
County of Oakland*
Midland-Saginaw Water Authority*
Township of Oakland*
Tri-County Planning Commission*
Village of Oxford

Operational & Financial Consulting

City of Charlotte^
City of Dearborn
City of Huntington Woods
City of Northville^
City of Rochester DDA
City of Rochester Hills*
County of Benzie^
County of Muskegon^
County of Saginaw^
Township of Oscoda
Village of Romeo

Project List:

Positions - Executive Search & Recruitment

Chief Diversity, Equity, and Inclusion Officer
Chief Executive Officer
Chief of Staff
City Attorney
City Clerk
City Manager
County Administrator
Director of Community and Economic Development
Director of Human Resources
Director of Management Information Systems
Executive Director
Field Service Manager
Fire Chief
General Manager
Township Manager

General Consulting

Classification and Compensation
Community Visioning
Construction Management
Employee Coaching
Employee Personnel Manual
Employee Policy Review
Farmers Market Study
Goals and Objectives Meeting Facilitation
Financial analysis and recommendations
Interim City Manager
Management Employee Development
Operational & Financial Analysis and Recommendations
Department Needs Assessment
Org. Study of Department of Public Services
Org. Study of Mayor's Office
Org. Study of Dept. of Mgt. Information Systems
Org. Study of Police Department
Positional Responsibility Review
Village-to-City Study
Water and Sewer Rate Study

* in partnership with GovHR USA

^ in partnership with Municipal Analytics



DATE: January 11, 2021
TO: Executive Committee
FROM: Shea Charles, CEO
SUBJECT: CEO Transition Plan

Accounts Payable (MMSA & LCSA)

Accounts payable are usually processed during the first week of each month. Payables are emailed to the chair of each authority for approval. Once approved, Plante Moran then enters them into a cloud accounting solution. Then staff logs into a website to approve the payments. Kristen has been given access to the website and permission to approve the payments.

Audit Services (MMSA & LCSA)

Audits for FYE 2020 for the MMSA and LCSA have been completed.

Contacts:

Bill Tucker (MMSA audit principal)
Principal, Maner Costerisan
btucker@manercpa.com
(517) 999-5808

Steven Kirinovic (LCSA audit principal)
Principal, Maner Costerisan
skirinovic@manercpa.com
(517) 999-5810

Banking (MMSA)

Depository bank account signers will be updated at the January meeting to add Jaynes Vetraino to the Fifth Third account. Authorized signers will also include Kelli Scott, Kristen Delaney, and Eric DeLong. The following individuals have access to the bank website:

Kelli Scott
Kristen Delaney (Admin)
Kari Shea (Plante Moran; read only)
Kelly Schimmoeller (Plante Moran; read only)

Contact:

Todd Cooney
todd.cooney@53.com

Banking (LCSA)

The LCSA Council will meet on February 12, 2021 to update depository bank account signers and add Jaymes Vetraino to the Comerica bank account.

The following individuals have access to the bank website:

Don Rogers
Kristen Delaney (Admin)
Kari Shea (Plante Moran; read only)
Kelly Schimmoeller (Plante Moran; read only)

Contacts:

Cheryl DeGraff, Vice President
Relationship Specialist
cadegraff@comerica.com
(734) 632-5557

Jim Hill, Vice President
Relationship Services – Implementation
jjhill@comerica.com
(734) 632-5539

Email & VoIP (MMSA & LCSA)

Collaboration and productivity apps are provided by Google and billed monthly.

Internal Revenue Service (MMSA)

The Electronic Federal Tax Payment System (EFTPS) is a system for paying federal taxes electronically using the Internet. Employment taxes are automatically paid by the Authority's payroll service but EFTPS can be used to see payment history.

Insurance

MMSA:
Cincinnati Insurance Companies (liability insurance)
Grand River Insurance Agency (workers compensation insurance)

LCSA:
MMRMA

Payroll (MMSA)

Payroll is automatically processed by an online payroll service called Gusto. Employment tax forms are filed, and taxes paid automatically. Documents are available for download from the website. Plante Moran already has access for accounting purposes and Kristen is an admin.

USPS

MMSA PO Box 12012

LCSA PO Box 14025

Dykema receives the mail for both organizations. Steven Liedel's assistant scans the mail and sends it to Kristen.

Unemployment Insurance Agency (MMSA)

The Authority's payroll service provider has been granted representative authority as an agent for the employer in matters before the Michigan Unemployment Insurance Agency (UIA). The payroll service provider performs services through its Michigan Web Account Manager (MiWAM) account. The Authority may use its MiWAM account to view and/or manage what access has been granted.

Web Hosting

The MMSA uses a company called Revize to host and maintain its website. The LCSA has approved an agreement to move their current website from Wordpress to Revize.

MMSA Annual Timeline

Month	MMSA Tasks
January	<ul style="list-style-type: none"> Payroll Journal entry review Review accounts payable Prepare for Executive Committee meeting
February	<ul style="list-style-type: none"> Payroll Journal entry review Review accounts payable Send invoices to CGI participants Prepare for February Executive Committee meeting agenda Renew G Suite subscription (due in March)
March	<ul style="list-style-type: none"> Payroll Journal entry review Review accounts payable Prepare for March Authority Board and Executive Committee meetings Prepare invoice for LCSA Q2
April	<ul style="list-style-type: none"> Payroll Journal entry review Review accounts payable Prepare for April Executive Committee meeting
May	<ul style="list-style-type: none"> Payroll Journal entry review Review accounts payable Prepare for May Executive Committee meeting agenda Prepare previous year's budget amendment and present proposed budget for coming fiscal year
June	<ul style="list-style-type: none"> Payroll Journal entry review Prepare for June Authority Board meeting agenda and Executive Committee meetings Budget presentation Prepare invoice for LCSA Q3
July	<ul style="list-style-type: none"> Payroll Journal entry review Prepare for July Executive Committee meeting Renew web hosting (due in August)
August	<ul style="list-style-type: none"> Payroll Journal entry review Review accounts payable Prepare for August Executive Committee meeting Budget hearing Renew workers comp insurance (due in September)
September	<ul style="list-style-type: none"> Payroll Journal entry review Review accounts payable Prepare for September Executive Committee meeting Prepare invoice for LCSA Q4

MMSA Annual Timeline

October	Payroll Journal entry review Review accounts payable Prepare for October Executive Committee meeting Renew MMSA PO box (due in November)
November	Payroll Journal entry review Review accounts payable Prepare for November Authority Board and Executive Committee meetings
December	Payroll Journal entry review Review accounts payable Prepare for December Executive Committee meeting agenda Renew website domains (due in January) Invoice LCSA for Q1 Renew liability insurance (due in January)
December 9, 2019	Payroll Dec 12, 2019 Executive Committee meeting (as needed) Renew liability insurance (due Jan 12, 2020)

LCSA Annual Timeline

Month	LCSA Tasks
January	Journal entry review Review accounts payable METRO Act tasks (see METRO Act-specific timeline)
February	Journal entry review Review accounts payable Renew liability insurance (due in March) Prepare for February Council meeting Present audit to Council Present budget notice and budget schedule to Council When date for budget hearing is approved, send hearing notice to Dykema to be published Present resolutions to authorize METRO Act payments and LCSS payments to Council Prepare February LCSS payments Update "News" section of website when payments are issued METRO Act tasks (see METRO Act-specific timeline)
March	Journal entry review Review accounts payable METRO Act tasks (see METRO Act-specific timeline)
April	Journal entry review Review accounts payable Renew G Suite (due in May) Renew web hosting (due in May) Prepare current year budget amendment and coming year's budget proposal METRO Act tasks (see METRO Act-specific timeline)
May	Journal entry review Review accounts payable Prepare for February Council meeting Budget presentation to Council Make May LCSS payments Update "News" section of website when payments are issued METRO Act tasks (see METRO Act-specific timeline)
June	Journal entry review Review accounts payable METRO Act tasks (see METRO Act-specific timeline)
July	Journal entry review Review accounts payable
August	Journal entry review Review accounts payable Renew LCSAMI.GOV (due in September)
September	Journal entry review Review accounts payable Prepare for September Council meeting Present resolution to authorize October LCSS payments to Council Hold budget public hearing METRO Act tasks (see METRO Act-specific timeline)

LCSA Annual Timeline

October	Journal entry review Review accounts payable Make October LCSS payments Update "News" section of website when payments are issued Prepare for October Council meeting
November	Journal entry review Review accounts payable Audit fieldwork begins Prepare for November Council meeting Present resolutions to authorize County health department and fire protection grant payments to Council Prepare County health department and fire protection grant payments Update "News" section of website when payments are issued Present schedule of regular meetings for coming year to Council
December	Journal entry review Review accounts payable

LCSA Annual Timeline METRO Act

Week of	METRO Act Tasks
December 9, 2020	Prepare METRO Act true-up forms
December 16, 2020	Prepare METRO Act true-up forms
December 23, 2020	Prepare METRO Act true-up forms
December 30, 2020	Prepare METRO Act true-up forms
January 6, 2021	Distribute METRO Act true-up forms
January 13, 2021	Collect METRO Act true-up forms
January 20, 2021	Collect METRO Act true-up forms
January 27, 2021	Collect METRO Act true-up forms
February 3, 2021	Collect METRO Act true-up forms
February 10, 2021	Collect METRO Act true-up forms
February 12, 2021	Present previous year METRO Act Annual Report to Council
February 15, 2021	Distribute previous year METRO Act Annual Report to Legislature
February 17, 2021	Collect METRO Act true-up forms
February 24, 2021	Process METRO Act true-up forms Distribute METRO Act Annual Report
March 2, 2021	Compute METRO Act maintenance fee assessments
March 9, 2021	Issue METRO Act maintenance fee assessments
March 16, 2021	Collect METRO Act maintenance fees
March 23, 2021	Collect METRO Act maintenance fees Update website News Email distribution list re: annual report Post municipality annual report template to website
March 30, 2021	Collect METRO Act maintenance fees
April 1, 2021	Collect METRO Act maintenance fees
April 6, 2021	Collect METRO Act maintenance fees
April 8, 2021	Collect METRO Act maintenance fees Prepare 2020 METRO Act Township Corrections
April 13, 2021	Collect METRO Act maintenance fees
April 15, 2021	Collect METRO Act maintenance fees
April 20, 2021	Collect METRO Act maintenance fees
April 22, 2021	Collect METRO Act maintenance fees
April 27, 2021	Allocate METRO Act fee-sharing payments
April 29, 2021	Allocate METRO Act fee-sharing payments
April 30, 2021	Municipality annual reports due back to LCSA
May 4, 2021	Allocate METRO Act fee-sharing payments
May 6, 2021	Allocate METRO Act fee-sharing payments
May 11, 2021	Allocate METRO Act fee-sharing payments
May 13, 2021	Allocate METRO Act fee-sharing payments
May 18, 2021	Prepare METRO Act fee-sharing payments
May 20, 2021	Prepare METRO Act fee-sharing payments
May 28, 2021	Update website News Make METRO Act fee-sharing payments



**EXECUTIVE COMMITTEE
RESOLUTION 2020-01**

Depository Bank Account Signers

The executive committee of the Michigan Municipal Services Authority resolves:

- that the following individuals are the authorized signers for the depository account for money of the Michigan Municipal Services Authority (“**Authority**”) by Fifth Third Bank:

Name	Title
Kelli D. Scott	Chairperson
Kristen Delaney	Assistant to the Chief Executive Officer
Eric DeLong	Treasurer
Jaymes Vettrano	Interim Chief Executive Officer

(each an “**Authorized Signer**”);

- that Fifth Third Bank is authorized and directed to recognize the signatures of the Authorized Signers on checks drawn on, for the withdrawal of funds, and for the transaction of any other business regarding the indicated account or accounts of the Authority until such time as the Authority gives written notice of a change in authorization and Fifth Third Bank has a reasonable opportunity to act on that notice;
- that Fifth Third Bank also is authorized in its discretion to accept additions, deletions, changes, and other updates to the Commercial Master Signature on file with Fifth Third Bank on behalf of the Authority in a separate, written instrument signed by an Authorized Signer;
- that in connection with the Authority’s ongoing use of the Authority’s account or accounts at Fifth Third Bank, the treasurer is authorized to sign and deliver a Commercial Master Signature Card or updates to the Commercial Master Signature Card consistent with this resolution, including replacing the Authority’s existing Commercial Master Signature Card on file with Fifth Third Bank on the date this resolution is adopted;
- that by signing and delivering the Commercial Master Signature Card, or any updates, the treasurer is authorized on behalf of the Authority to acknowledge receipt of and agree to the Fifth Third Bank Commercial Account Rules governing the Authority’s account or accounts (as amended or updated), and

agree to the related operating policies in effect at Fifth Third Bank with respect to the account or accounts;

- that the treasurer is authorized by the Authority to certify that that the treasurer is duly authorized by the Authority to execute and deliver the Commercial Master Signature Card or any updates, and that the signatures on the Commercial Master Signature Card and any of its exhibits or updates are the genuine specimen signatures of the listed persons;
- that the Authorized Signers are authorized to execute on behalf of the Authority the documents, certifications, or other authorizations, and make subsequent changes, as required by Fifth Third Bank to effectuate this resolution; and
- that this resolution shall remain effective until rescinded or superseded by the executive committee.

Secretary's Certification:

I certify that this resolution was adopted by the Executive Committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on January 14, 2021.

Authority Secretary

Date

AUTHORIZED SIGNER INFORMATION

For Security, identification purposes, and to release information over the telephone, we ask that you provide us with the following information for all authorized signers on your new Fifth Third account.

Name: _____ Date of Birth: _____
Address: _____
Phone: _____
Social Security Number: _____ Mother's Maiden Name: _____
Position/Relationship to Organization: _____
Drivers License # & Expiration Date: _____

Name: _____ Date of Birth: _____
Address: _____
Phone: _____
Social Security Number: _____ Mother's Maiden Name: _____
Position/Relationship to Organization: _____
Drivers License # & Expiration Date: _____

Name: _____ Date of Birth: _____
Address: _____
Phone: _____
Social Security Number: _____ Mother's Maiden Name: _____
Position/Relationship to Organization: _____
Drivers License # & Expiration Date: _____

Name: _____ Date of Birth: _____
Address: _____
Phone: _____
Social Security Number: _____ Mother's Maiden Name: _____
Position/Relationship to Organization: _____
Drivers License # & Expiration Date: _____

Name: _____ Date of Birth: _____
Address: _____
Phone: _____
Social Security Number: _____ Mother's Maiden Name: _____
Position/Relationship to Organization: _____
Drivers License # & Expiration Date: _____



FIFTH THIRD BANK

Account Resolutions Certificate for Treasury Management Services (Government Entity)

To Fifth Third Bank:

I HEREBY CERTIFY THAT:

I am the duly elected or appointed and currently serving official, manager or trustee (the “*Official*”) of the governing body or governmental entity identified below (the “*Governmental Entity*”);

I am duly authorized to make the following certifications to you; and

The following resolutions (“*Account Resolutions*”) were duly adopted by the governing body of the Governmental Entity in accordance with applicable law, are the binding resolutions and statements of the Governmental Entity, are in full force and effect, and have not been rescinded or modified:

RESOLVED, Fifth Third Bank is hereby designated as an authorized depository of this Governmental Entity and that one or more checking, savings or other deposit accounts (“*Accounts*”) be opened and maintained with Fifth Third Bank in the name of the Governmental Entity;

RESOLVED FURTHER, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by Fifth Third Bank, and by such rules, regulations and policies as Fifth Third Bank shall from time to time establish;

RESOLVED FURTHER, this Governmental Entity is authorized to obtain banking services from Fifth Third Bank including treasury management and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by Fifth Third Bank from time to time, including a Master Treasury Management Agreement, Terms and Conditions for various banking services, Signature Card, Commercial Card Agreement and Commercial Account Rules (“*Banking Agreements*”) each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects;

RESOLVED FURTHER, that the Governmental Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to Fifth Third Bank in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Governmental Entity by Fifth Third Bank, (b) credit card services under the Commercial Card Agreement, and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursement, financing and security or collateral arrangements;

RESOLVED FURTHER, that the Governmental Entity is authorized to enter into, execute and deliver to Fifth Third Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit,



FIFTH THIRD BANK

confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements (“*Banking Services Financing Agreements*”) each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled “*Authorized Persons*” appearing below and (b) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an “*Authorized Person*” and for purposes of certain Banking Agreements, an “*Authorized Agent*”) is authorized on behalf of the Governmental Entity and in its name to do any of the following:

- ***Accounts and Agreements.*** Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with Fifth Third Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;
- ***Payment Instructions.*** Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Governmental Entity on deposit with Fifth Third Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;
- ***Implementation and Setup.*** Select the services the Governmental Entity will obtain from Fifth Third Bank, and instruct Fifth Third Bank on service options and features desired by the Governmental Entity, and the set-up, implementation and security procedures relating to the services selected; and,
- ***Authorization.*** Designate, and advise Fifth Third Bank of the identity of persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER, that all actions of the Authorized Persons, and all agreements, applications, documents and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects;



FIFTH THIRD BANK

RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Official;

RESOLVED FURTHER, that the Official is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank and certify to Fifth Third Bank the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the laws, rules, regulations or ordinances creating, authorizing or empowering the Governmental Entity or governing the organization or management of the Governmental Entity or similar governing documents of, or any agreement, law or regulation applicable to the Governmental Entity; and
- each of the following persons has been designated by the Governing Entity as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS		
Name of Authorized Person:	Title of Authorized Person:	Specimen Signature of Authorized Person:
1.		
2.		
3.		
4.		
5.		
6.		

****EXECUTION PAGE FOLLOWS****



FIFTH THIRD BANK

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Governmental Entity:

Exact Name of Governmental Entity: _____

Acting under the laws of: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Note: a "Governmental Entity" includes any federal, state, county or municipal governing body or entity, or any of their respective branches, departments, agencies, or divisions.



FIFTH THIRD BANK

COMMERCIAL MASTER SIGNATURE CARD

This Signature Card is delivered to Fifth Third Bank by the customer identified below (the "Customer") in connection with the opening and ongoing use of the Customer's accounts identified on this page (and on the attached Exhibit A, if applicable). By using the Accounts, or by signing and delivering this Signature Card to Fifth Third Bank, National Association, the Customer acknowledges receipt of, and agrees to, the Fifth Third Bank Commercial Account Rules governing the Accounts (as amended or updated), and agrees to the related operating policies in effect at Fifth Third Bank with respect to these Accounts. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. If applicable, we will also ask for the business entity name, principal address, employer identification number and other information.

Choose one: **New Account** **Replace Existing Signature Card**

Full Legal Name of Customer:	Optional Naming Extension:
Optional Naming Extension:	Optional Naming Extension:
Physical Street Address:	
City/State/Zip Code/Country:	Account Type:
Employer Identification Number:	Phone Number:
Type of Organization: If "Other"	Formed Under the Laws of (State or Country):

Fifth Third Bank, N.A. is authorized and directed to recognize the signatures of the persons listed on this page (and Exhibit A, if applicable) on checks drawn on the account(s), for the withdrawal of funds, and for the transaction of any other business (including closing the account(s)) regarding the indicated account(s), until such time as Customer gives written notice of a change in authorization and Fifth Third Bank has a reasonable opportunity to act on that notice. Fifth Third Bank is also authorized in its discretion to accept changes and updates to this Signature Card in a separate, written instrument signed by an authorized representative of the Customer.

SIGNATURE OF AUTHORIZED PERSON LISTED IN ACCOUNT RESOLUTIONS
 I certify that I am duly authorized by the Customer named above to execute and deliver this Master Signature Card, and further certify that the Individual(s) below (and, if applicable, those on the attached Exhibit A) is/are authorized to transact on the listed account(s). Furthermore, if a public funds account type has been selected above, I attest that the Customer is a government, quasi-government, or non-profit that qualifies and the funds held in such account(s) are eligible to be collateralized under applicable state and federal law.

Signature: _____ Date: _____
 Name: _____ Title: _____

ACCOUNT NUMBER(S):

--	--	--	--	--	--

Additional account numbers – please see Schedule 1

Signers below are authorized for all listed accounts (including Schedule 1 if applicable), unless otherwise noted.

For each signer, **EITHER** DOB or Personal address are required, except where customer is exempt from the Bank's Customer Information Program (Publicly Traded entity, Government, or Financial Institution).

AUTHORIZED SIGNER (TYPE OR PRINT)	APPLICABLE ACCOUNT(S) #:
Name: _____ DOB: _____ Personal Street Address: _____ City: _____ State: _____ Zip: _____ Country: _____	<input type="checkbox"/> ONLY authorized on the following accounts:
Name: _____ DOB: _____ Personal Street Address: _____ City: _____ State: _____ Zip: _____ Country: _____	<input type="checkbox"/> ONLY authorized on the following accounts:

Additional signers on Exhibit A (see page 2)



FIFTH THIRD BANK

EXHIBIT A
TO COMMERCIAL MASTER SIGNATURE CARD – ADDITIONAL SIGNERS
FOR: _____

ACCOUNT NUMBER(S):

Table with 5 empty cells for account numbers

Additional account numbers – please see Schedule 1

Signers below are authorized for all listed accounts (including Schedule 1 if applicable), unless otherwise noted.

For each signer, EITHER DOB or Personal address are required, except where customer is exempt from the Bank's Customer Information Program (Publicly Traded entity, Government, or Financial Institution).

Table with 2 columns: AUTHORIZED SIGNER (TYPE OR PRINT) and APPLICABLE ACCOUNT(S) #: Multiple rows for signers with fields for Name, DOB, Address, City, State, Zip, Country, and a checkbox for account authorization.

Note: For additional signers on this account(s) attach separate copies of this Exhibit A.



FIFTH THIRD BANK

SCHEDULE 1 TO EXHIBIT A

Note: Complete this Schedule 1 if an authorized signer listed on Exhibit A is authorized on additional accounts for the Customer.

Additional Account Authorization For: _____

Print name(s) of signer(s)

Account Numbers:	
-------------------------	--

Additional Account Authorization For: _____

Print name(s) of signer(s)

Account Numbers:	
-------------------------	--

DATE: _____ PAGE: _____ OF _____

