

Regular City Council Meeting

February 25, 2019

Agenda

- 7:30 p.m.**
- Call to Order**
 - Pledge of Allegiance**
 - Roll Call**
 - Approval of Minutes: February 11, 2019**
 - Approval of Bills: None**
 - Approval of Agenda**
 - Consent Agenda**
 - 1. MERS-resolution establishing authorized signatories for MERS contracts**
 - 2. Update Signers in Credit Card Policy**
 - 3. Re-Appointments**
 - 4. Cultural Arts Commission Appointments**
 - 5. Mayor's Appointment of Tanya Nevitt to DDA Board**
 - Public Comment**
 - Discussion- Downtown**

- I. New Business**
 - 1. New phone systems for Waste Water/ DPW Departments**
- II. Budget**
- III. Manager's Report**
- IV. Public Comment**
- V. Council Comments**
- VI. Adjournment**

Please see reverse side for rules of conduct for public comment at City Council meetings

City of South Lyon
Regular City Council Meeting
February 11, 2019

Mayor Pelchat called the meeting to order at 7:30 p.m.
Mayor Pelchat led those present in the Pledge of Allegiance.

Present: Mayor Pelchat, Councilmembers Kennedy, Kivell, Kurtzweil, Parisien, Richards and Walton
Also Present: City Manager Zelenak, Attorney Wilhelm, Deputy Chief Weir and Clerk/Treasurer Deaton

MINUTES

CM 2-1-19 MOTION TO APPROVE THE MINUTES AS PRESENTED

Motion by Kivell, supported by Parisien

Motion to approve the minutes of January 14, 2019 meeting as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

Councilmember Kivell asked about a check that was written to Dixon Engineering. City Manager Zelenak stated it was for the original bill for the painting of the water tower. Councilmember Kivell stated he will recuse himself from voting on the bills because there is a payment to Michigan CAT which is where his wife works.

CM 2-2-19 MOTION TO APPROVE THE BILLS AS PRESENTED

Motion by Kennedy, supported by Parisien

Motion to approve the bills as presented

VOTE: MOTION CARRIED

AGENDA

CM 2-3-19 MOTION TO APPROVE THE AGENDA AS PRESENTED

Motion by Walton, supported by Richards

Motion to approve the agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

Mayor Pelchat asked if anyone would like either of the two items removed from the consent agenda. Councilmember Kurtzweil stated if anyone does want to remove an item from the consent agenda, where would it be added to the regular agenda. City Manager Zelenak stated it would be under New Business as item #3. Councilmember Walton stated the resignation for Linda Robinson states she is resigning as of August 2019, but originally the date originally stated immediately. City Manager Zelenak stated August 2019 is correct, we just received that document with the new date on it.

CM 2-4-19 MOTION TO APPROVE BOTH ITEMS ON THE CONSENT AGENDA

Motion by Walton, supported by Kurtzweil

Motion to approve both items on the consent agenda

VOTE: MOTION CARRIED UNANIMOUSLY

PROCLAMATION

Mayor Pelchat read the attached proclamation to honor Kay Vartanian for her long and productive lifetime and serving her country in the Women's Army Corps (WAC).

INTRODUCTION

Mayor Pelchat stated Chris Sovik graduated from the Oakland Police Academy in 1991 and was hired by the South Lyon Police Department in November of that year. He and another officer structured the formalized field training program that is currently being utilized to train and document the progress of new officers today. Chris was promoted to the rank of Sergeant in February 1997. In 2011, he obtained his Master's Degree in Criminal Justice Administration. In 2012, Chris attended the 248th session of the FBI National Academy where he received specialized training in leadership, media relations, word/statement analysis, and verbal/nonverbal behaviors and communication. He was promoted to the rank of Lieutenant in April 2013 and was responsible for the day to day operations of the department. Chris attended Michigan Association Chiefs of Police New Chiefs and Executives School in April 2017. He has played an important role in preparing the police department's budgets and annual reports over the last five years. Chris served as Lieutenant until his appointment as Chief of Police in January.

Mayor Pelchat stated Doug graduated from the Washtenaw Police Academy in December 1990 when he was hired by South Lyon as a part-time officer. He also worked part time as an EMT for Huron Valley Ambulance in addition to working at the police department. When Doug returned to enforce the laws in the area where he grew up, it seemed as though every time an officer pulled over a person in their mid to late twenties, the question heard by the other officers was, "Is Baaki working, he's a good friend of mine." Thankfully, Doug was able to overcome those challenges rather quickly. He was promoted to a full-time position in July 1993 where he served as one of the department's field training officers. He was promoted to the rank of Sergeant in 1999 where he has received several certifications in areas such as firearms instruction, use of force, taser and chemical spray, Glock pistol and rifle armorer, and ALICE active shooter response among others. Doug has served as the department's liaison for the Citizens Police Academy since 2013 and taught the "Use of Force" instruction material to the class since 1999. For the past five years, Doug has been responsible for reviewing every use of force report incident to ensure that proper department procedures were followed. Doug was recently promoted to the rank of Lieutenant in January and the department is privileged to have him serve in that capacity.

Mayor Pelchat stated Michael Wittrock joined the South Lyon Police Department in January of 2002. Prior to joining South Lyon, he was a paid on-call firefighter at Northville Township Fire Department from 1996 to 1998 where he received his Fire I & II certifications. Since joining the police department, Mike has served in the patrol division, detective bureau and traffic enforcement division. Michael possesses a Bachelor of Science in organizational leadership and management from Regent University (2005) and a Master of Business Administration from Madonna University in general business (2012). He was the president of the South Lyon Police Officers Association from 2009 to 2017. His nickname is "Witty" because of his quit wit and ability to make people laugh. Mike recently attended a three-day leadership seminar for front line supervisors and the department is expecting great things from Mike as he transitions to his new leadership role.

PUBLIC COMMENT- None

DISCUSSION- Downtown

Bob Donohue the DDA/Economic Director updated Council on the downtown. He stated at the last DDA meeting they approved their draft budget. He also has put together an orientation packet for new and existing DDA Board Members. Mr. Donohue stated the lease for 115 E Lake has been signed and the new business is hoping to open by the end of March. He stated it is a kitchen store that will sell kitchen accessories as well as having demo classes. They are hoping to have a small area of baked goods. He stated he is still in talks with an antique store that is interested in coming to South Lyon, as well as a couple of women's attire shops.

Mr. Donohue then gave a presentation of a snapshot of the annual report for 2018. He stated we adopted the management style of the Downtown Main Street program. He stated we owe the downtown management to the City and the DDA. We have a great staff that supports the DDA and himself. He stated the staff at City Hall ranks with the top of the top in Oakland County for services and dealing with the public. He stated we are part of the Oakland County Mainstreet Program, the Michigan Downtown Association which he sits on the board for the last 38 years. He stated we are also part of the Michigan Economic Development Corporation as well as the Michigan Historic Preservation Network. He stated we have had some great successes in the design of downtown. The new pedestrian crosswalk signs are out during the summer, and they were approved by the former Police Chief and the Oakland County Road Commission. Mr. Donohue stated there are a lot of little things that can make a big difference. We have had a lot of positive comments about the flowers downtown and thank the Corner Caffé, Bifano Eye Care and other businesses. He stated we have found that we need to do a better job of the DDA flowers. The light pole hanging baskets will be improved this year. He stated we had an expansion in the Farmers Market which was great for downtown. Mr. Donohue further stated they also paved and striped the Veterans parking lot and the Farmers Market parking lot. Mr. Donohue stated we don't want a local historic district because there is a lot of restrictions. Mr. Donohue stated the 115 and 117 N Lafayette is the Venue and Exquisite Kitchen building. He stated when the 1970's era mansard was stripped off, they found the 1930's store front and the building owner wanted to keep that, but we also wanted to show the evolution of architecture to show downtown. When they removed the mansard for the Exquisite Kitchen building, they found a lot of work that didn't meet code. The work was done in the 1960's and 1970's so they went with the 1950's era. He further stated we now have a 50's and 60's era and we have a beautiful mid-century modern building and that was due to Ron Bjorkman. The combined cost of purchase and restoration was over \$600,000 which is a huge investment. Mr. Donohue stated the buildings owned by Richard Rowe which is the Lake Street Tavern and the Tae Kwon Do buildings. He stated there are apartments above all 3 businesses. All windows in all 3 buildings were restored. It was originally going to be a \$35,000 investment ended up being a \$65,000 job. Mr. Rowe was committed to it and he deserves a lot of credit. We will have a ribbon cutting when the paint scheme is completed. Mr. Donohue stated we have a new partnership with the Cultural Arts. We are hoping to have an unveiling of the first sculpture downtown in April and it will include public art shows. We will have the DIA outdoor displays as well. Mr. Donohue stated Michigan Seamless Tube had a good year in 2018 and they have plans to expand in the near future. He stated we had \$1,400,000 in new construction. \$801,000 in 10 building rehabs in the DDA and \$1,556,000 outside of the DDA. He stated we also had \$1,735,000 in building sales in the DDA for 2018. Mr. Donohue stated we will be having new retail businesses on the way as well. He further stated they have been working on more promoting and marketing for the downtown which has helped all the businesses. He stated it seems there are more seniors visiting the downtown, yet younger people as well. He stated we had a lot of promotion downtown for our High School Football Teams in the past year and we heard good feedback on that. He further stated the other events we have downtown such as the Memorial Day Parade, the car shows, and Pumpkinfest of course, which is our

biggest event. We had the downtown trick or treat event, Cool Yule and Ladies Night Out were all successful as well. Jeff Heinanen's 55-foot Christmas Tree was great, but he wants the biggest one in Michigan next year. Mr. Donohue explained we have challenges with the Farmers Market but we are continuing to make it better each year.

Councilmember Kennedy stated that was a great presentation. He stated he would like it added to the packet online so the community may see it. He then thanked him and the business owners that make the City what it is. Mr. Donohue stated all the past and present DDA member as well as Council.

Councilmember Kurtzweil thanked Mr. Donohue for all the work he has done with the downtown. She stated she is still hearing compliments about the downtown and how fabulous it looked at Christmas time. She stated she wanted to comment to everyone that all the slides in the presentation, she hopes many people will go downtown and see everything and visit the local businesses.

Councilmember Kivell stated this is a wonderful review of what has happened in the past year. He then thanked him for all he has done. Councilmember Kivell asked when the buildings that were sold will hit our tax revenue. City Manager Zelenak stated the uncapping should take place this year on most of the sold properties. Mr. Donohue stated he was surprised to hear the rehabs of the facades is minimal when it comes to the tax base, but the two large projects should hit this year.

Councilmember Richards thanked Mr. Donohue for all the information.

OLD BUSINESS

1. Second Reading of Ordinance limiting the use of fireworks

Attorney Wilhelm stated there were small changes adding some definitions, harassing livestock issue and authorizing the Fire Chief to issue the no burn issue. Councilmember Richards asked if we are looking at HB5940. Attorney Wilhelm stated the revised ordinance includes all 3, HB 5939, 5940 and 5941.

Councilmember Richards asked if it is true that you have to have a 10-million-dollar insurance policy.

Attorney Wilhelm stated the local jurisdictions have no control over that. That is the State. He further stated after July of this year local municipalities will be allowed to regulate the temporary firework tents. Councilmember Kurtzweil stated a point of parliamentary procedures, generally what happens in motions, someone has to make a motion and have a second before the discussion occurs. Roberts Rules is about efficiency in meetings. She asks we have a motion to discuss. Councilmember Kivell stated our past practice hasn't been so rigid on the Roberts Rules and he has no misgivings of having discussion. He stated one of the benefits of having discussion before a motion. It brings clarity to what the motion is for.

CM 2-5-19 MOTION TO APPROVE SECOND READING OF ORDINANCE LIMITING USE OF FIREWORKS

Motion by Kurtzweil, supported by Parisien

Motion to approve the second reading of the ordinance to amend the City of South Lyon City Code of Ordinances, amending Sections 46-121 through 46-123 and 46-127 to revise the days and time a person may ignite, discharge or use consumer fireworks, to include additional restrictions on the discharge of fireworks, and to revise the penalty for violations

VOTE: MOTION CARRIED- 1 OPPOSED

2. Second Reading of Ordinance to amend the City of South Lyon Code or Ordinances, Chapter 46- Fire prevention and protection, Article II- Fire Prevention Code, sections 46-31 to adopt the 2015 edition of the International Fire Code

CM 2-6-19 MOTION TO APPROVE SECOND READING OF ORDINANCE TO AMEND FIRE PREVENTION CODE

Motion by Kurtzweil, supported by Walton

Motion to approve the second reading of the Ordinance to amend the City of South Lyon Code of Ordinances, Chapter 46-Fire Prevention and protection, Article II Fire Prevention Code, sections 46-31 and 46-32 to adopt the 2015 edition of the International Fire Code

VOTE: MOTION CARRIED UNANIMOUSLY

Councilmember Richards asked if the storage of two liquids would be prohibited pertain to people that are grandfathered in. Michael Weir of the South Lyon Fire Department stated that will pertain to new construction only. Councilmember Kurtzweil stated we could have put the second readings under the consent agenda as well as other items. Councilmember Kivell stated his misgivings about that is something as substantial as this, our meetings are the only way the residents can see what we are acting on for their behalf. Councilmember Kurtzweil stated items can always be removed from consent agendas if any debate or discussion needs to occur.

NEW BUSINESS

1. DPW Complex Improvements

City Manager Zelenak stated we have \$175,000 in the budget for improvements for the DPW complex improvements but this is specifically paving. He is recommending we do a survey and design for installation of storm sewer and paving before we begin the paving. He recommends a portion of the design funds be used for that work by HRC. He recommends we hire HRC for the site plan development and the topographic survey.

CM 2-7-19 MOTION TO HIRE HRC FOR ENGINEERING SERVICES FOR DPW COMPLEX

Motion by Walton, supported by Kurtzweil

Motion to hire HRC for engineering services to do a topographic survey and site plan development at the DPW complex

VOTE: MOTION CARRIED UNANIMOUSLY

Councilmember Parisien stated she would like to make a motion to discuss.

Councilmember Parisien stated she is thrilled and this has her full support and there are many things they need and this is one of many. Councilmember Kennedy commended City Manager Zelenak for bringing HRC into this. More goes into paving the DPW yard before just throwing down the pavement. He is in favor of having HRC look into this. Councilmember Richards asked if there is a ceiling cap on the engineering fees. He has walked this property and he can see more things popping up. Mike Darga from HRC stated this is a good estimate. Councilmember Kurtzweil asked if Mr. Darga could speak about the grading and draining issues. The DPW is her favorites and they are a hard-working crew and she wants to make sure they get everything they need, she has been on this for over a year now. Mr. Darga stated that is what the topographic survey is for. He stated there may be a storm sewer needed. City Manager Zelenak stated the total design is what we need to look at. There was no mention of a storm sewer in the budget regarding the paving of the property. We can see there is some grading issue to ensure we drain the water offsite to the other drainage areas. One thing we need to do is a soil analysis to determine what the soils are below surface. He stated because this was a former treatment facility, there are utilities that

run underground such as a gas line, as well as a sanitary sewer line. We need to know where those are located so we can identify where the best location is for the storm sewer. Some of the survey work will be determining the highs and lows of the area. Councilmember Kurtzweil asked what is the strength of the cement going to be. Mr. Darga stated it will be like a concrete road, 8 inches. Councilmember Kurtzweil asked what the time table is. Mr. Darga stated in the next couple of weeks, depends on weather as well. He further stated they would then come up with a cost estimate. He stated it should be completed by fall. City Manager Zelenak stated this will also be dependent on the money in the 2019-2020 budget to do any work after July 1st. Councilmember Kurtzweil stated they have areas in the back of the building where they store vehicles, and they wanted to have canopies to cover the vehicles from the weather. She asked if there are some cement pads out there now. City Manager Zelenak stated they do have some cement pads now. Councilmember Kivell asked if there will be a need for retention. Mr. Darga stated yes. City Manager Zelenak stated it may be detention instead of retention. He further stated we could potentially not get paving done before July 1st deadline, but we could be using some of the funds allocated in this year's budget to install storm sewer or other work that needs to be done. Councilmember Kivell stated he is in favor of the site plan, but we don't want to prolong this situation where we are putting silt into the Yerkes Drain. Councilmember Parisien stated the projections show it could take roughly over 5 weeks on this, she would like Council to come back and ask for additional time if it goes over that time period so they can allocate more funds for this. City Manager Zelenak stated we will do that. Councilmember Kivell asked if there is any consideration for a modern view to reconfigure this in the long term as a capital improvement situation. City Manager Zelenak stated they will be meeting with staff so we can decide what their needs are. Councilmember Kennedy asked what the overall cost will be in the survey itself. Will the 3 individuals be working on this survey at one time, or separately. Mr. Darga stated there could be 2-3 people at one time for a few days in a row. He stated the best-case scenario would be a month or so. City Manager Zelenak stated we are thinking around April 1st.

2. Road Commission Easements and License for Dixboro Road Paving Project

City Manager Zelenak stated part of the Dixboro road paving project between 8 & 9 Mile will begin in September 2019 and be completed by 2020. The RCOC has requested two temporary easements and a driveway grading license for small portions of Volunteer Park along Dixboro Road on the western boundary of the park which are needed for the project. He further stated the easements and license relate to small portions of City property and park land, and they are all temporary and terminate upon completion. RCOC has also asked the City to provide a clearance letter regarding the federal funding potential impact on the City-owned Volunteer Park.

CM 2-8-19 MOTION TO APPROVE ROAD COMMISSION EASEMENT AND LICENSE FOR DIXBORO PAVING PROJECT

Motion by Walton, supported by Kennedy

Motion to approve and authorize the Mayor and Clerk to execute the Temporary Easements and Driveway Grading License on parcel of City-owned property in Volunteer Park for the RCOC Dixboro paving project (RCOC Project 53982), and to authorize the City Manager to provide RCOC a Section 4(f) clearance letter subject to his final review and approval

VOTE:

MOTION CARRIED UNANIMOUSLY

Councilmember Richards stated a good portion of the vegetation along that area is an invasive species of swamp weed that has come into this area in the last 10 years. It has mutated and it is all over the City, in places and he has personal experience with weed killers for the last 30 years. He has never been able to

kill it. He hopes in the process of doing this, we can wipe it out and kill it because it wipes out the cattails and it is worthless.

BUDGET

Councilmember Kurtzweil stated she was talking to some DDA people in a different City and she was surprised to learn their Economic Director was paid from the DDA funds, not the City general fund. She asked if that is something the City will do now that we are getting more DDA funds. City Manager Zelenak stated our City is different because the DDA and Economic Director is the same person. When a DDA is originally established there isn't enough funds to hire a Director so you have to look at existing staff to fill that position. Right now, the money is coming from the City funds, but once the DDA captures more dollars, there will be more funds available. DDA funds can only be used for projects or a position designed just for the DDA,

MANAGER'S REPORT

City Manager Zelenak stated the City is still working on the budget as some issues we have discussed tonight. He further stated a few of the projects is the Dixboro Road project for our portion of the project, as well as the DPW project, and the N Hagadorn paving project which will include sanitary sewer. He recommends we repair the sanitary sewer before the paving project. We don't want to replace the pavement, then rip it up in a year or so because the sanitary sewer gets too bad. He further stated we will be coming with another sanitary sewer work that will need to be done.

City Manager Zelenak stated we will be joining the Salem South Lyon Library for a community shred event for a minimal amount of money.

City Manager Zelenak stated he is meeting with staff members and a company regarding updating the City website as well as looking into social media. He stated we need to move forward to get information out as quickly as possible. People aren't always looking at our website. Facebook is used extensively. The Police Department is using it. Most people are using their cell phones more and we think this will be a good thing moving forward.

City Manager Zelenak stated we are analyzing our system and looking at different technology's for water meters. We are looking at the process of replacing meters, we have numerous that are currently failing, with new technology that will better serve our residents where it will be done through cellular and we don't have to actually go to the home for readings. The new equipment will allow the meters to be read from the office or by the homeowner, if there are excessive reads which may tell them if there is a water leak. It is a good step up for technology and we will be coming to Council with a long-term plan.

City Manager Zelenak stated the red and white lights will remain for a week for Valentines Day to be a little more festive.

Councilmember Parisien asked if the City has a Twitter account. She stated that may be an option because social media is so mainstream. Councilmember Kivell stated it seems Twitter seems more labor intense than a Facebook account. City Manager Zelenak stated with a Facebook page you will need to keep it updated, but Twitter seems to get more information out quicker. Councilmember Kivell asked if there is interest in having a better way to search our website. City Manager Zelenak stated he will be looking into making our website easier to search, as well as combining the website for Fire, Police and

City of South Lyon. He further stated each department will control their own area, but it would be nice to have one website for all departments.

Councilmember Kurtzweil stated several years ago there was a question of repaving some of the subdivisions and the City Manager at the time said we didn't have the money and we would have to set up a special assessment district. She stated she wants to make sure if Hagadorn road is done at the City's expense we don't change the rules and treat the subdivisions differently. Whatever plan is used to pave Hagadorn should be uniformly throughout the City. City Manager Zelenak stated Council will have to review that. As of now, Council has already decided to pave that particular road over some other roads and that was because that was one of the worst roads in the City. He further stated it is in the best interest to not pave areas connected to Hagadorn first, prior to paving the road so we won't have to rip up that road with the sanitary sewer work after which will come with the sanitary sewer analysis to see what needs to be put in. Not to pave that street first, then have all the construction equipment being driven over that road. City Manager Zelenak stated that road was to be used with Capital Funds, if Council wants to go to SAD, we can halt that project, he was going to treat everyone in that subdivision the same way. He stated we definitely need a long-term plan for all of our roads. Councilmember Kurtzweil stated she doesn't want certain people to have their roads paid with capital funds, and then treat other subdivisions differently. She wants everyone to be treated fairly. Councilmember Richards stated at one time part of Hagadorn Court was in the township, he doesn't know if it is connected to the City sewer system or not, has that been looked at. He didn't know the whole thing needed to be replaced. City Manager Zelenak stated based on upon a study where the lines were tv'd, the majority of that area needs to be replaced, some quicker than others. He stated there may be a section that is not on the sanitary sewer system. Councilmember Kivell stated he would like us to give some consideration to project what our strongest position would be. You could end up doing a SAD on the underground because there are plenty of places in the City that are still robust, then you're only dealing with the road. If we are considering the notion of providing new surfaces, and let the residents with underground issues if they want to incur the cost of the underground, there would be relative parity throughout the community. City Manager Zelenak stated part of this process was more towards unified work in that area, not only paving but also to do a survey for the sanitary and storm sewer. Before doing any paving, we need to look at the infrastructure under the road. Part of the survey work will help us determine what needs to be done. Councilmember Kivell stated knowing what is necessary for the underground cost wise and the actual paving, and having things broken down as much as possible, will allow them to make some educated decisions on what a future review of anyone's future paving will be, maybe we can pay for the paving, but not the infrastructure underground.

PUBLIC COMMENT - None

COUNCIL COMMENTS

Councilmember Kurtzweil stated her thoughts and prayers are with the family of the person that passed from the Michigan Seamless Tube and she thanked God for taking his son up as quick as he did, his suffering is over and her thoughts and prayers are with his family.

Councilmember Kivell stated on that same note, he wanted to also extend the blessing to all the first responders. That couldn't have been an easy situation to be in to try to save someone that endured that. He hopes if anyone gets to a point that they need someone to talk to, they reach out to someone for help. Councilmember Kivell stated he would like to congratulate the 3 officers that have ascended, Chris Sovik, Sgt. Baaki and Lt. Wittrock. He stated they are 3 great guys and it is easy to see how they ascended to

those positions. Finally, for Chief Collins for being able to recognize the talent that would ultimately move up to the leadership of our community and to keep things stable and perform in a manner that will keep us as one of the top 5 cities in the State.

Councilmember Walton stated she wanted to wish a happy belated birthday to Kay. 105 is something very special to celebrate. Councilmember Walton stated the Salem South Lyon Library and Emagine Theatre has teamed up to bring us Monday movie nights in 2019 and if you show your library card you can get in for \$8.00 and you get an event sized popcorn. Councilmember Walton stated Centennial Middle School did their annual penny wars and they raised \$3,000 for Blessings in a Backpack and that will feed the students that receive the blessings in a backpack for the entire year. Councilmember Walton stated pack 236 collected 615 lbs. of food for Active Faith. She then stated the Super Bowl of Caring that was held at the First Presbyterian Church also brought food to Active Faith. She said again we are all looking out for our neighbors and that is great. She then thanked the First Presbyterian Church for opening their doors during the polar vortex. They don't have overnight accommodations, but they offered heat, water and a place for children to play. She stated they also put out a food locker where people can pick up food if they are in need or drop off food. She then reminded everyone that the grocery stores always have a place to drop off food and she encourages everyone to drop off an extra can of food for those in need.

Councilmember Parisien stated the South Lyon Educational Foundation is hosting their first fashion show fundraiser on February 23rd at the Lyon Oaks Golf Course. There will be appetizers, dinner and desserts. She further stated the participants will be featuring South Lyon school teachers. She further stated all the proceeds will go to South Lyon Community Schools. Tickets can be purchased online, at Coral Sash or here at the Community School building. She then stated the fashion will be from Coral Sash. Councilmember Parisien stated the annual Police report was very well organized and visually fantastic, and it was a kind gesture to include our former Councilmember Harvey Wedell. Councilmember Parisien stated her thoughts and prayers go out to the family of the person from Michigan Seamless Tube.

Councilmember Richards stated he agrees with all sincerity with everything everyone has said. Councilmember Richards stated he believes everyone has given their best efforts forward with submitting their recommendations for the budget. The deadline was December then made some changes for the next 30 days. He stated he will now step back and let City Manager Zelenak be in charge of everything and come up with a plan we haven't been able to do for 10 years.

Councilmember Richards stated it is black history month.

Councilmember Richards stated the Historical Depot is having a program on the 19th that deals with the 92 years of the tube mill in town. He encourages everyone to come, let them know in advance and he hopes for a good turnout. Larry Ledbetter did this program years ago and they had 60 people there.

Councilmember Richards stated in the spring, he will be bringing his results of his research of futuristic concepts that will play out in the next 20 years.

Councilmember Richards stated tomorrow is Lincoln's birthday. He stated in school they use to celebrate it.

Councilmember Richards stated tomorrow is the first day for the Tigers training camp in Florida and the boys of summer will be coming back and everyone will be thinking forward about the wonderful sports team we will have.

Councilmember Richards stated he wants everyone to know the ice rink in town has been very successful this winter and has had a lot of use by a lot of children, young people and some adults.

Councilmember Kennedy stated he wanted to recognize the 3 officers and their promotions, they are outstanding individuals and their promotions are well deserved. He stated he also would like to recognize and acknowledge Deputy Chief Weir, Chief Vogel, Chief Sovik and their departments for their efforts with the accident at Michigan Seamless Tube. That is not an easy event to react to and to see and to be a part of and he commends them for their actions and support.

Councilmember Kennedy recognized the DPW for all their efforts with keeping the streets cleaned in the last few weeks. He then reminded we have an Ordinance in the City that residents and businesses must clean their sidewalks of the snow within 24 hours of a snow fall. It is for everyone's benefit.

Councilmember Kennedy stated he wanted to remind everyone of the book sale on March 4th – March 10th at the Salem South Lyon Library by the Friends of the Library group and the books will be half off.

Mayor Pelchat stated this thoughts and prayers are with the family of the employee at the Michigan Seamless Tube and the first responders as well.

Mayor Pelchat stated he wanted to thank Linda Robinson and Linda Graham for their efforts on the Cultural Arts Commission.

ADJOURNMENT

CM 2-9-19 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Walton

Motion to adjourn meeting at 9:10 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor Dan Pelchat

City Clerk Lisa Deaton

CITY OF SOUTH LYON



Mayor

Daniel L. Pelchat

Council Members

Glenn Kivell

Margaret J. Kurtzweil

Mary Parisien

Carl W. Richards

Rose Walton

Stephen Kennedy

City Manager

Paul Zelenak

Clerk/Treasurer

Lisa Deaton

Deputy Clerk/Treasurer

Judy Pieper

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South Lyon, MI 48178

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WHEREAS, **Kay Vartanian** will be honored by friends and relatives on the occasion of her 105th birthday on January 26, 2019; and

WHEREAS, she was born in Chicago, Illinois on January 25, 1914 and has been a resident of the City of South Lyon for the past year; and

WHEREAS, during a long and productive lifetime, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages; and

WHEREAS, Kay proudly served her country as a member of the Women's Army Corps (WAC) in World War II, and was stationed at the Pentagon. She is also a new member of the South Lyon VFW; and

WHEREAS, she has lived during the most eventful century of this world's history; and in her quiet way has been a force for good and a stabilizing influence on those around her during the turbulent years; and

NOW, THEREFORE, I, Daniel L. Pelchat, Mayor of the City of South Lyon, do hereby deem it an honor and pleasure to extend this Certificate of Recognition to **Kay Vartanian** on the occasion of her 105th Birthday, with sincere congratulations and best wishes for many more happy, productive years.

Daniel L. Pelchat, Mayor

1/24/19

Date

AGENDA NOTE

Consent Agenda Item #/

MEETING DATE: February 25, 2019

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: MERS- resolution establishing authorized signatories for MERS contracts

EXPLANATION OF TOPIC: MERS is requiring the City to establish authorized signatories for MERS contracts and service credit purchase approvals. The resolution will designate certain job positions of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit approvals on behalf of Employer to implement decisions and actions of the governing body.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS- Resolution

POSSIBLE COURSES OF ACTION: Approve/do not approve the resolution establishing authorized signatories for MERS contracts and service credit purchase approvals

RECOMMENDATION: Approve the resolution

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Resolution and authorizing the City Manager and Bookkeeper as signatories for MERS contracts and service credit purchase approvals

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution applies to reporting unit(s) # 631501 of the participating municipality listed below.

WHEREAS, City of South Lyon ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby authorized to sign: (1) MERS Adoption Agreements, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. City Manager

Optional additional job positions:

2. Bookkeeper

3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on _____, 20 19.

Authorized signatory: _____

Name: _____

Title: _____

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersomich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution applies to reporting unit(s) # _____ of the participating municipality listed below.

WHEREAS, _____ ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby authorized to sign: (1) MERS Adoption Agreements, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. _____

Optional additional job positions:

2. _____

3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on _____, 20____ 19____.

Authorized signatory: _____

Name: _____

Title: _____

AGENDA NOTE

Consent Agenda Item # 2

MEETING DATE: February 25, 2019

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Update Signers in Credit Card Policy

EXPLANATION OF TOPIC: City Council approved a credit card policy in 2014. This resolution updates the credit card policy removing the Interim City Manager's name and adding City Manager Zelenak and Chief Sovik; Clerk Deaton will remain as an authorized user as well.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resolution to update credit card policy

POSSIBLE COURSES OF ACTION: approve/do not approve

RECOMMENDATION: Approve resolution updating credit card policy

SUGGESTED MOTION: Motion by _____, supported by _____ to approve resolution updating the city credit card policy.

RESOLUTION NO. ____ -19

**CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION TO REVISE AND UPATE THE CITY'S CREDIT CARD USE POLICY IN
ACCORDANCE WITH PUBLIC ACT 266 OF 1995**

WHEREAS the City of South Lyon wishes to use credit cards for the purchase of goods and services for the official business of the City, and

WHEREAS, in accordance with Public Act 266 of 1995, on July 28, 2014, the City adopted a Resolution establishing a credit card use policy consistent with State Law;

WHEREAS, due to administrative personnel changes, the City desires to revise and update its Credit Card Use Policy for the City use and their respective credit limits, and to identify the individual employees authorized to use such credit cards

THEREFORE, BE IT RESOLOVED, that the City of South Lyon hereby revises, updates and adopts the following as its Credit Card Use Policy:

CREDIT CARD USE POLICY

- A. The City Manager is responsible for the issuance, accounting, monitoring and retrieval, and generally for the overseeing compliance with the credit card use policy, are as follows:
- B. The authorized City credit cards, as of the adoption of this policy, are as follow:

CARD	CREDIT CARD LIMIT	ISSUED TO
____ PNC VISA	\$10,000	City Manager Paul Zelenak
____ PNC VISA	\$10,000	Chief Chris Sovik
____ PNC VISA	\$10,000	City Clerk Lisa Deaton

- C. The City Manager shall notify the City Council regarding the issuance of any additional City credit cards, or an increase of credit limits on any existing credit cards
- D. City credit cards may be used only by those officers or employees authorized and only for the purchase of goods or services for official business of the City of South Lyon. City credit cards shall be used in conformance with the City's purchasing policies.
- E. The officer or employee using any City credit card must submit documentation (e.g.) receipts detailing the goods or services purchased, cost, date of the purchase, and the specific official City business for which it was purchased
- F. The City officer or employee issued or using any City credit card is responsible for its protection and custody and shall immediately notify the City Manager if the card is lost or stolen
- G. Any City officer or employee issued a City credit card must immediately surrender the card upon termination of his or her employment or upon request

- H. The City Treasurer, in conjunction with the affected operating department, shall establish a system of internal controls to monitor the use of any City credit card.
- I. The relevant department head shall approve all credit card purchases and invoices before payment
- J. The balance including interest due on an extension of credit under all credit card arrangements shall be paid not more than 60 days of the initial statement date
- K. Unauthorized or inappropriate use of any City credit card is subject to disciplinary action or measures
- L. The total combined authorized credit limit or all credit cards issued by the City of South Lyon shall not exceed 5% of the total budget of the local unit for the current fiscal year.

At a regular meeting of the City of South Lyon City Council, a motion was made by Councilmember _____, supported by Councilmember _____, to adopt the above resolution.

Motion by:
Supported by:

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED/FAILED

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on _____, 2019

Lisa Deaton
City Clerk

AGENDA NOTE

Consent Agenda Item #3

MEETING DATE: February 25, 2019

PERSON PLACING ITEM ON AGENDA: Mayor Pelchat

AGENDA TOPIC: Re-Appointments

EXPLANATION OF TOPIC: In March of each year, the staggered terms of the various boards and commissions members expire.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Affirm/Not affirm the re-appointments made by Mayor Pelchat

RECOMMENDATION: Affirm the re-appointments made by Mayor Pelchat

SUGGESTED MOTION: Motion by _____, supported by _____ to affirm the re-appointments made by Mayor Pelchat of the following:

Steven Mosier	Planning Commission	Term Expires: March 2022
Keith Bradley	Planning Commission	Term Expires: March 2022
John Ward	Zoning Board of Appeals	Term Expires: March 2022
Steve Mosier	Zoning Board of Appeals	Term Expires: March 2022
Linda Ross	Historical Commission	Term Expires: March 2022
Bob Martin	Historical Commission	Term Expires: March 2022
Denise Semion	Parks & Recreation	Term Expires: March 2022
Diane Beagle	Parks & Recreation	Term Expires: March 2022
Jodi VanDuinen	Parks & Recreation	Term Expires: March 2022
Jennifer Dunigan	DDA	Term Expires: March 2023
Derek Mashburn	DDA	Term Expires: March 2023
Ken Mihalic	Cultural Arts Commission	Term Expires: March 2022

AGENDA NOTE

Consent Agenda Item #4

MEETING DATE: February 25, 2019

PERSON PLACING ITEM ON AGENDA: Mayor Dan Pelchat

AGENDA TOPIC: Cultural Arts Commission Appointments

EXPLANATION OF TOPIC: Cultural Arts Commission applications for Bridgett McDowell and Joseph Matuzak.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Applications from Bridgett McDowell and Joseph Matuzak

POSSIBLE COURSES OF ACTION: Approve/do not approve the nominations by the Mayor

RECOMMENDATION: Approve

SUGGESTED MOTION: Motion by _____, supported by _____ to approve Mayor Dan Pelchat's nomination of Bridgett McDowell and Joseph Matuzak to the Cultural Arts Commission.



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FEB - 6 2019

CITY OF SOUTH LYON
OFFICE OF TREASURER

CANDIDATE QUESTIONNAIRE

The City of South Lyon wishes to thank you for your interest in serving as a Volunteer Citizen Representative on a Board, Commission or Committee. Your Candidate Questionnaire will be kept on file and entered for consideration for posted openings on any Board, Commission or Committee that you expressed an interest in for a period of two years. Please feel free to submit an updated Candidate Questionnaire to the City Clerk at any time.

Please be advised that the information contained in this Questionnaire is not confidential, and will be reviewed by the Mayor, City Council and other appropriate personnel as vacancies or openings occur on the various Boards, Commissions and Committees. This Candidate Questionnaire may also be included in any City Council Meeting Packet which is published and made available for public inspection in print and on the Internet. Your address, phone numbers and email will not be published, even in the Meeting Packet.

Please be advised that even though you may submit an application to serve on a Board, Commission or Committee, it does not guarantee that you will be appointed to that Board, Commission or Committee.

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU WANT TO SERVE (please check up to five applicable boxes; see attachment for descriptions):

Appointed by Mayor-Confirmed by City Council

- ☐ Planning Commission
- ☐ Zoning Board of Appeals
- ☐ Cable Commission
- ☒ Cultural Arts Commission
- ☐ Historical Commission
- ☐ Parks and Recreation Commission
- ☐ Downtown Development Authority
- ☐ Housing Commission
- ☐ Board of Ethics



NAME Bridgett McDowell CITY OF SOUTH LYON RESIDENT FOR YEARS

ADDRESS [REDACTED] ZIP 48178

PHONE (home) PHONE (business or cell) [REDACTED]

EMAIL [REDACTED]

OCCUPATION: Math Content Specialist

ARE YOU A CITIZEN OF THE UNITED STATES? ☒ YES ☐ NO

IS ANY MEMBER OF YOUR FAMILY ON ANOTHER BOARD OR COMMISSION? ☐ YES ☒ NO
IF SO, WHO?

INTERESTS/REASONS/QUALIFICATIONS: (Resume may be attached)

want to serve as a Commissioner to give back to my community & to
promote the arts in South Lyon.

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES
AND DATES):

ELECTIVE OFFICES THAT YOU HAVE HELD:

Precinct Delegate - Green Oak Twp 6

OTHER ORGANIZATIONS: (Ex. Homeowners Association, Volunteer Groups, PTA, etc...)

Pumpkinfest - Vendor Booths co-chair (2018, 2019), Communications (2019)
Junior League of Birmingham - Communications (2019), Touch-A-Truck Chair (2018),

ADDITIONAL INFORMATION:

Junior League of Ann Arbor - Women in Leadership Chair (2017)
Junior League of Raleigh - Mentor Committee Asst Chair (2016), member (2015),
Bremwood Bay Sea Girls Club (2014)

Signature Bridgett McDowell Date 2.10.19



CITY OF SOUTH LYON – BOARDS AND COMMISSIONS

City Council: Elected Office (7 Members) – Meets second and fourth Monday of the month at 7:30 pm in the Auditorium. Nominating petitions required. Petitions are available at the City Clerk's office.

Planning Commission: Appointed Office (7 Members) – Meets the second and fourth Thursdays of the month at 7:00 pm in the Auditorium. The Planning Commission prepares a Master Plan for existing and future land uses within the City; develops a Zoning Ordinance to implement the Master Plan, reviews change of land use requests, site plans and related approvals for development, and/or change of occupancy; and assists with the development of a Capital Improvement Plan.

Zoning Board of Appeals: Appointed Office (5 Members) – Meets the third Thursday of the month at 7:00 pm in the Auditorium. The ZBA is a quasi-judicial board that considers appeals, variance requests, and ordinance interpretation.

Cable Commission: Appointed Office (3 Members) – Meets the second Wednesday of the month at 7:00 pm in the North Conference Room. The Cable Commission is responsible for the content on the City's local government Channel 19. They record football games, interviews with local business owners, and informational content for the City.

Cultural Arts Commission: Appointed Office (6 Members) – Meets the first Thursday and third Wednesday of the month at 6:00 in the South Conference Room. The Cultural Arts Commission encourages, facilitates and promotes Culture and Art in the City, such as promotional and educational activities to increase public awareness of the necessity and desirability of visual arts, music and culture in the community.

Parks and Recreation Commission: Appointed Office (6 Members) – Meets the second Wednesday of the month at 7:00 pm in the South Conference Room. This Commission works with the City to develop a 5-year Parks and Recreation Master Plan. The Commission ensures that the Parks and Recreation Master Plan is being followed and will make recommendations for other improvements to recreation facilities.

Downtown Development Authority: Appointed Office (9 Members) – Meets the second Thursday of the month at 8:00 am in the South Conference Room. This Board develops a

Downtown Development Plan and oversees the budget for tax increment financing with the DDA District.

Ethics Commission: Appointed Office (5 Members) – Will meet on an as needed basis to ensure that the City's Ethic Ordinance is being followed.

Housing Commission: Appointed Office (5 Members) – Meets the third Thursday of the month at 4:00 pm in the South Conference Room. The Housing Commission shall determine in what areas of the City it is necessary to provide proper sanitary housing facilities for families of low income and for the elimination of housing conditions which are detrimental to the public peace, health, safety and/or welfare.

Historical Commission: Appointed Office (5 Members) – Meets the first Wednesday of the month at 7:30 pm at the Witch's Hat Museum. The Commission shall, in concert with the City of South Lyon and the City Manager oversee the operation and maintenance of the Historical Village and its buildings and grounds. The Commission works to preserve the history of South Lyon by collecting materials and other objects and materials illustrative of and relating to the history of the South Lyon area, to procure and preserve narratives of the early pioneers, their exploits, perils, privations and achievements.

RECEIVED

FEB - 8 2019

CITY OF SOUTH LYON
OFFICE OF TREASURER



CANDIDATE QUESTIONNAIRE

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- ☐ Planning Commission
- ☐ Zoning Board of Appeals
- ☐ Cable Commission
- ☒ Cultural Arts Commission
- ☐ Historical Commission
- ☐ Parks and Recreation Commission
- ☐ Downtown Development Authority
- ☐ Housing Commission
- ☐ Board of Ethics

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CITY OF SOUTH LYON
OFFICE OF TREASURER



NAME Joseph Matorzak CITY OF SOUTH LYON RESIDENT FOR 8 YEARS
ADDRESS [REDACTED] South Lyon, MI ZIP 48178
PHONE (home) [REDACTED] PHONE (business or cell) [REDACTED]
EMAIL [REDACTED]
OCCUPATION: Retired

ARE YOU A CITIZEN OF THE UNITED STATES? ☒ YES ☐ NO
IS ANY MEMBER OF YOUR FAMILY ON ANOTHER BOARD OR COMMISSION? ☒ YES ☐ NO
IF SO, WHO? JOSE KEARNS, Cultural Arts Commission

INTERESTS/REASONS/QUALIFICATIONS: (Resume may be attached)

SEE RESUME, but growing arts & cultural resources within the community

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES):

ELECTIVE OFFICES THAT YOU HAVE HELD:

NONE

OTHER ORGANIZATIONS: (Ex. Homeowners Association, Volunteer Groups, PTA, etc...)

SEE RESUME

ADDITIONAL INFORMATION:

Signature

A handwritten signature in black ink, appearing to read "J. Matorzak", written over a horizontal line.

Date

2/6/19

Joseph Matuzak

South Lyon, MI 48178

home phone

EDUCATION

University of Michigan-Flint – English and Psychology.

SKILLS

- SAS Software – courses including Programming Essentials, Data Manipulation, SQL Processing and Macro Development.
- Excel, Access, Word, Powerpoint, Dreamweaver, Pagemaker, HTML, Caucus conferencing software, ISR's SMS and SurveyTrak systems, Blaise survey programming language.
- Experienced with Cold Fusion, Photoshop, Illustrator, SQL, ASP, Solaris/Unix/Linux system administration and Shell Programming, CGI scripting, FoxPro, PeachTree Accounting, computer hardware installation, configuration and repair, ISR's Dynamic Reporting System.
- Excellent writing, editing and communication skills.

SELECTED WORK EXPERIENCE

Senior Survey Specialist, University of Michigan Institute for Social Research, 2016-2018.

- Project Manager for numerous initiatives, development and stewardship of survey design, including trouble shooting design flaws and redesign. Manage budgets for multiple projects with individual budgets over \$1 million.
- Provide support for numerous surveys within and without the Survey Lab.
- Supervision of numerous data collectors, coders, administrative staff.
- Continuing as Project Manager for Survey of Consumer Attitudes (SCA). Responsible for planning and coordination of data collection, training and direction of Production Managers, coordination of goals and budget with Principal Investigator and study staff.
- Project or Production Manager for Detroit Metropolitan Area Community Study, CogUSA Saliva study, Panel Study of Income Dynamics Well-Being study, Life History Mail Study, others.

Survey Specialist Intermediate, University of Michigan Institute for Social Research 2007-2016.

- Project Manager for Survey of Consumer Attitudes (SCA) since September 2006. Responsible for planning and coordination of data collection, interviewer recruitment, and training, coordination of goals and budget with Principal Investigator.
- Project or Production Manager for Social Relations Wave 3, Army STARRS Pre-Post Deployment Study, Time 3, Promoting Well-Being Across Adulthood, Detroit Area Study of Social Relations and Well-Being, and Description of Reading Instruction studies, among others.
- Helped coordinate SSL migration to Blaise 4.8, 4.81, 4.82, and worked with programmer to extend capabilities, including integrating dynamic daybatch resorting capacities, calculated incentive offers, automated answering machine prompts.
- Worked on Collaborative Acoustic project to identify and deliver appropriate sound files to researchers.

Survey Specialist Associate, University of Michigan Institute for Social Research 2006-2007.

- Project Manager for Survey of Consumer Attitudes (SCA) Mixed mode initiative, which explored developing a CATI-Web mixed mode instrument.
- Provided training and support for new SCA Team Leaders, troubleshooting and assistance with experiment implementation and reporting.
- Provided support for the Health and Retirement Study internet study (HRS/RAND) by assisting study respondents who had difficulty with diagnosing the problems and providing and explaining solutions. Also generated respondent contact materials and updated project database both by documenting respondent contact and by incorporating online progress reports to reflect ongoing project activities.
- Provided quality control for the HRS in-person study by evaluating recorded field interviews to assess data quality, critique interviewer performance, and provide suggestions for improvement.
- Provided quality control for the HRS in-person study by evaluating recorded field interviews to assess data quality, critique interviewer performance, and provide suggestions for improvement.

Survey Technician, University of Michigan Institute for Social Research 2004-2006.

- Conducted telephone interviews for the Attitudes on Terrorism Preparedness study and the University of Michigan Surveys of Consumer Attitudes (SCA).
- Worked on tracking and data verification for the Residential Energy Consumption study and Monitoring the Future.
- Team Leader for the SCA study, working with study directors to manage interview staff on day-to-day basis, monitor for quality control, and manage and properly route project sample. Gained expertise with the Blaise Sample Management System, and received training in Dynamic Reporting System. Revamped the SCA Excel wallchart to create templates that incorporated interview times, corrected formula errors, and calculate production difference from goals. Also created best practices guide for setting appointments for interviewers using sample autodelivery system.

Nonprofit Technology Consultant and Writer 2000-2004.

- With focus on the arts, clients included Greater Flint Arts Council, ArtServe Michigan, the Michigan Association of Community Arts Agencies, the Mid-America Arts Alliance, the Triangle Arts Trust, the Ford Foundation, Illinois Arts Council, Americans for the Arts, Arts Midwest, Imagining America (University of Michigan), Flint Cultural Center, National Endowment for the Arts, others.
- Training, technological assessment, mission analysis and discussion, database and web design, Cold Fusion scripting, articles, etc. Projects include both on-site training and consulting (in Kenya, Trinidad, India, and various places in the U.S) as well as electronic projects.

Director, Arts Wire, a program of the New York Foundation for the Arts 1995-2000.

- Responsible for implementing the Arts Wire program, including aspects of budgeting and financial management, fundraising, grant writing, personnel management and procurement, setting program goals and objectives, and creating scenarios for achieving those goals.
- Managed a virtual office that included staff members scattered throughout the country, and acted as primary spokesperson for the organization, including a large number of public speaking engagements.
- Guided training processes, looked to develop new methods and workshops and presented lessons learned from the same.
- Initiated and spearheaded system software development process, working with commercial software companies and Arts Wire staff to promote design process and to help break technical log-jams. (Included system, web, and database development, projects included development of web-based conferencing interface using Caucus software, creation of first national web training program for the arts, creation of virtual classrooms and galleries.)

- Assessed and oversaw technical development needs, and engaged in an ongoing process of seeking and evaluating potential new partners, culminating in a working agreement with Carnegie Mellon University.
- Worked to build international contacts with an eye toward fostering world-wide mechanisms for information exchange. Maintained and strengthened relationships with other institutions, and worked within the New York Foundation for the Arts to integrate Arts Wire into its operational and philosophical constructs.

Part-time Faculty, Master of Arts Administration, School of the Art Institute of Chicago 1996-99.

- Class Module: Practical Technology for Arts Administrators, and, later, Rewiring the Arts Organization, a class focusing on methods and tools for managing technology from a non-profit perspective. Also Masters Thesis advising for students concentrating on technology issues.

Co-Director for Operations and Administration, Arts Wire 1993-95.

- Responsible for managing day-to-day operations of Arts Wire, including financial and personnel management. Worked with Co-Director for Development to create fundraising scenarios and plans.
- Restructured staff responsibilities and makeup and created basic systems including job descriptions, evaluation processes, and models and resources for working together.
- Continued to act as primary trainer and site person for projects, and worked to develop the expertise of other staff in this role.

Technical and Publications Coordinator, Arts Wire 1993.

- Responsible for guiding technical development and evaluation of online system, development and publication of bimonthly newsletter, monthly user support information sheets, system handbook and promotional materials, acted as primary contact with system provider, assisting users on system, etc. Acted as trainer for projects.

Nonprofit Technology Consultant and Writer 1992-93.

- With focus on the arts, clients include City of Chicago, New York Foundation for the Arts, Arts Foundation of Michigan, Greater Flint Arts Council, others.
- Training, technological assessment, problem solving and hardware installation. In variety of situations, worked with organizations to assess technical needs and trends, to identify appropriate hardware and software, purchase and install appropriate technology.
- Contracted as Editor of the NAAO Newsletter, using advanced technology to produce newsletter in situation with a dearth of human resources, using faxes, optical character recognition, and modem lines to work through design and production process with distant office and production facilities.
- Also author of user handbook and quick guide for Arts Wire, which involved engaging in system testing and documentation, with an aim to helping both novice and advanced users understand and navigate the system. Wrote and designed 170-page manual, and several smaller brochures detailing system options and tutorials for accomplishing specific online tasks.

Executive Director of Buckham Fine Arts Project, Flint, MI. 1990-92.

- Responsible for all operational, financial, and programming activities of artist-run multidisciplinary arts organization in consultation with Board of Directors.
- Duties included grant initiation and budget administration, supervision, hiring, evaluation, and scheduling of employees, coordination and implementation of gallery exhibits and programs, evaluation and restructuring of office procedures, initiation and development of multicultural art activities, organization of volunteer activities,

membership and fundraising drives, design of appropriate promotional and press materials, and liaisons and interactions with other community organizations and educational institutions.

Manager, Io Software, Flint, MI, a computer software retailer. 1985-90

- Supervised and directed store activities, including work assignments, training of employees, design and promotional activities, research, selection and ordering of computer software and hardware, financial tracking and dispersal, customer relations, sales, etc.

OTHER ACTIVITIES

Grant review panels – National Endowment for the Arts, Greater Flint Arts Council, Regional Arts Partnerships, Progressive Technology Project, Michigan Council for Arts and Cultural Affairs (Cool Cities reviews). Michigan Creative Writers in the School Program – residencies in schools throughout Michigan, averaging at least one per year from 1986 to project close. Moderator, panel discussion, **Art and Censorship**. Editor and publisher of **Sly Dog Press**. Freelance computer consulting, desktop design and typesetting. Conducted seminars for the Genesee Intermediate School District for junior high school students at various times from 1980-1999. Tutored writing and research design. Twice guest editor of **brix** magazine, former contributing editor to **New Pages**, and editor of **Artifact** and **Kwasind**. Flint Cultural Center Programming Planning Committee. Organized and moderated “Couplets: Michigan Poets on Poetry,” a monthly series filmed for public access television in winter/spring 1989. Helped co-ordinate reading series for Genesee Literary Center, Genesee Writers, the University of Michigan-Flint and others.

Featured poet: Schoolcraft College, Livonia, MI; Ann Arbor Poetry Festival, Ann Arbor, MI; Urban Institute for Contemporary Art, Grand Rapids; The Flint Public Library, Artsource Gallery, Buckham Gallery, Flint; Cranbrook Writers Conference, Wayne State University, Poetry Resource Center of Michigan, Macomb Community College, Detroit; Ann Arbor Poetry Slam, The Guild House, Ann Arbor; Centrum, Port Townsend, WA; Midwest Popular Culture Association Conference, Lansing, MI, and many others.

Stage production, book publication, “Still Life With Conversation,” March/April 1993 Ortonville, MI. Exhibition participant, “Card From the ‘Wait’ Deck” The Psychic Art Fair, Buckham Fine Arts Project July 1996.

Featured Conference Speaker (selected): International Field Directors & Technologies Conference. International Blaise Users Group, American Association of Public Opinion Researchers, Midwest Arts Conference, Arts Midwest; Arts Management Institute, Michigan Association of Community Arts Agencies; State Arts Conference, Iowa Arts Council; Circuit Breakers: Art & Technology, Phoenix Arts Commission and Arizona State University; One State: Together in the Arts, Illinois Arts Alliance Foundation; Americans for the Arts Annual Conference, Americans for the Arts; Governor’s Conference on the Arts – Los Angeles, CA; Nonprofits & Technology, Philanthropy News Network; Associated Writing Programs Annual Conference, Council of Literary Magazines and Presses; Bronx Technology Conference and Exposition, Bronx Council on the Arts; Arts Build Communities Conference and Grants Program, Arts Council of Silicon Valley; Batting 2000: Facing the Fastball of Change, Ohio Arts Council; The Governor’s Conference on Art and Technology, New York State Council on the Arts; Reaching Museum Audiences Using New Technology, Museum Computer Network; We Have No Word for Art, ATLATL Native Arts Network; Building on Common Ground, Iowa Artists Conference; Annual Conference, The Association of Arts Administration Educators (AAAE); Festival - Festival Iberoamericano de Teatro de Bogota; The Arts, Cultural Management and New Technologies, The University of Ulster, Belfast, Northern Ireland.

AWARDS

Residencies: Centrum Writers Colony, Ragdale Foundation.
Creative Artist Award, Michigan Council for the Arts
Two Hopwood Awards, University of Michigan
Bain-Swiggett Award, Hopwood Committee
Michael R. Gutterman Award, Hopwood Committee
Roy Cowden Fellowship, Hopwood Committee
“New Voices” winner, Michigan Poetry Festival
Fellowships to Cranbrook Writers Conference, Oakland Writers Conference

PUBLICATIONS

Poetry, fiction and essays in **The Georgia Review**, **Kansas Quarterly**, **Corridors**, **Renegade**, **Passages North**, **Controlled Burn**, **Art Light**, **Generator**, **Fedora**, **Cedar Rock**, **The Word enamel**, **brix**, **Pteranodon**, "Contemporary Michigan Poets," "Songs From Unsung Worlds," "Anthology of Magazine Verse," "Passages North Anthology," "Still Life With Conversation," many others.

Spam Flagging and Call Blocking and Its Impact on Survey Research, AAPOR White Paper, contributing Author.

SELECTED AFFILIATIONS

Member, American Association for Public Opinion Research 2009-2014

National Advisory Board/Board of Directors, Founding Member – **Progressive Technology Project**, 1998-2002

National Advisory Board – **Master of Arts Management Program**, Carnegie Mellon University 1996-2002

National Advisory Board - **Open Studio: The Arts Online**, Benton Foundation and National Endowment for the Arts 1996-2001

Board of Directors - National Association of Artist Organizations Washington, D.C. 1991-93, 1997-2001

Treasurer - National Association of Artist Organizations Washington, D.C. 1992-93, 1999-2001

Executive Committee, Planning Committee, Technical Working Group - Arts Wire, 1991-93

Communications Area Interest Committee - National Assembly of State Arts Agencies, 1993.

Member, National Society of Fundraising Executives, Alexandria, VA 1992-1994

REFERENCES AVAILABLE ON REQUEST

AGENDA NOTE

Consent Agenda Item # 5

MEETING DATE: February 25, 2019

PERSON PLACING ITEM ON AGENDA: Bob Donohue, Econ Dev & DDA
Director

AGENDA TOPIC: Mayor's Appointment of Tanya Nevitt to the Downtown
Development Authority (DDA) Board

EXPLANATION OF TOPIC: At the February 7, 2019 DDA Board Meeting, the DDA Board unanimously recommended Tanya Nevitt (application received and date stamped January 10, 2019, copy attached) for the one open DDA Board seat. Tanya is the owner of Venue, a women's fashion retail store at 115/117 N. Lafayette Street. Her family also owns the subject building location. Tanya has been a co-chair of the Ladies Night Out events for the past two years and regularly participates in DDA and other Downtown events and programs. Also, she is a regular attendee at the Downtown Business & Property Owners Meetings.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Attached is a copy of Tanya's Application/Candidate Questionnaire.

POSSIBLE COURSES OF ACTION: Approve/do not approve the nomination by the Mayor of Tanya Nevitt's Appointment to the DDA Board, as recommended to the Mayor by the DDA.

RECOMMENDATION: Approve Mayor Dan Pelchat's nomination of Tanya Nevitt to appoint her to a 4-year term on the DDA Board as recommended by the DDA Board at the February 7, 2019 DDA Board Meeting.

SUGGESTED MOTION: Motion by _____, supported by _____ to Approve Mayor Dan Pelchat's nomination of Tanya Nevitt for appointment to a 4-year term on the DDA Board, expiring December 31, 2023, as approved and recommended by the DDA Board at the February 7, 2019 DDA Board Meeting.

02/21/19



CANDIDATE QUESTIONNAIRE

The City of South Lyon wishes to thank you for your interest in serving as a Volunteer Citizen Representative on a Board, Commission or Committee. Your Candidate Questionnaire will be kept on file and entered for consideration for posted openings on any Board, Commission or Committee that you expressed an interest in for a period of two years. Please feel free to submit an updated Candidate Questionnaire to the City Clerk at any time.

Please be advised that the information contained in this Questionnaire is not confidential, and will be reviewed by the Mayor, City Council and other appropriate personnel as vacancies or openings occur on the various Boards, Commissions and Committees. This Candidate Questionnaire may also be included in any City Council Meeting Packet which is published and made available for public inspection in print and on the Internet. Your address, phone numbers and email will not be published, even in the Meeting Packet.

Please be advised that even though you may submit an application to serve on a Board, Commission or Committee, it does not guarantee that you will be appointed to that Board, Commission or Committee.

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU WANT TO SERVE (please check up to five applicable boxes; see attachment for descriptions):

Appointed by Mayor-Confirmed by City Council

- ☐ Planning Commission
- ☐ Zoning Board of Appeals
- ☐ Cable Commission
- ☐ Cultural Arts Commission
- ☐ Historical Commission
- ☐ Parks and Recreation Commission
- ☒ Downtown Development Authority
- ☐ Housing Commission
- ☐ Board of Ethics

RECEIVED

JAN 10 2019

**CITY OF SOUTH LYON
OFFICE OF TREASURER**

RECEIVED

JAN 10 2019

CITY OF SOUTH LYON
OFFICE OF TREASURER



NAME Tanya Nevitt CITY OF SOUTH LYON RESIDENT FOR 20 YEARS

ADDRESS [REDACTED], South Lyon, MI ZIP 48178

PHONE (home) [REDACTED] PHONE (business or cell) [REDACTED]

EMAIL [REDACTED]

OCCUPATION: Owner, ~~Star~~ Venue South Lyon

ARE YOU A CITIZEN OF THE UNITED STATES? ☒ YES ☐ NO

IS ANY MEMBER OF YOUR FAMILY ON ANOTHER BOARD OR COMMISSION? ☐ YES ☒ NO
IF SO, WHO?

INTERESTS/REASONS/QUALIFICATIONS: (Resume may be attached)

Downtown SL Business & Property Owner, 117 N. Lafayette St.

Downtown SL needs to be professionally managed in order to be the best it can be!

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES):

Neighborhood Board (Trotters Pointe Homeowners Association)

ELECTIVE OFFICES THAT YOU HAVE HELD:

N/A

OTHER ORGANIZATIONS: (Ex. Homeowners Association, Volunteer Groups, PTA, etc...)

Homeowners Association PTO, multiple volunteer groups in South Lyon Schools.

ADDITIONAL INFORMATION:

Ladies' Night out Committee and Other PDA/City events

BA from University of Michigan 1995; Graduate Degree EMU 1999

Signature

Tanya Nevitt

Date

1.10.19



CITY OF SOUTH LYON – BOARDS AND COMMISSIONS

City Council: Elected Office (7 Members) – Meets second and fourth Monday of the month at 7:30 pm in the Auditorium. Nominating petitions required. Petitions are available at the City Clerk's office.

Planning Commission: Appointed Office (7 Members) – Meets the second and fourth Thursdays of the month at 7:00 pm in the Auditorium. The Planning Commission prepares a Master Plan for existing and future land uses within the City; develops a Zoning Ordinance to implement the Master Plan, reviews change of land use requests, site plans and related approvals for development, and/or change of occupancy; and assists with the development of a Capital Improvement Plan.

Zoning Board of Appeals: Appointed Office (5 Members) – Meets the third Thursday of the month at 7:00 pm in the Auditorium. The ZBA is a quasi-judicial board that considers appeals, variance requests, and ordinance interpretation.

Cable Commission: Appointed Office (3 Members) – Meets the second Wednesday of the month at 7:00 pm in the North Conference Room. The Cable Commission is responsible for the content on the City's local government Channel 19. They record football games, interviews with local business owners, and informational content for the City.

Cultural Arts Commission: Appointed Office (6 Members) – Meets the first Thursday and third Wednesday of the month at 6:00 in the South Conference Room. The Cultural Arts Commission encourages, facilitates and promotes Culture and Art in the City, such as promotional and educational activities to increase public awareness of the necessity and desirability of visual arts, music and culture in the community.

Parks and Recreation Commission: Appointed Office (6 Members) – Meets the second Wednesday of the month at 7:00 pm in the South Conference Room. This Commission works with the City to develop a 5-year Parks and Recreation Master Plan. The Commission ensures that the Parks and Recreation Master Plan is being followed and will make recommendations for other improvements to recreation facilities.

Downtown Development Authority: Appointed Office (9 Members) – Meets the second Thursday of the month at 8:00 am in the South Conference Room. This Board develops a

Downtown Development Plan and oversees the budget for tax increment financing with the DDA District.

Ethics Commission: Appointed Office (5 Members) – Will meet on an as needed basis to ensure that the City's Ethic Ordinance is being followed.

Housing Commission: Appointed Office (5 Members) – Meets the third Thursday of the month at 4:00 pm in the South Conference Room. The Housing Commission shall determine in what areas of the City it is necessary to provide proper sanitary housing facilities for families of low income and for the elimination of housing conditions which are detrimental to the public peace, health, safety and/or welfare.

Historical Commission: Appointed Office (5 Members) – Meets the first Wednesday of the month at 7:30 pm at the Witch's Hat Museum. The Commission shall, in concert with the City of South Lyon and the City Manager oversee the operation and maintenance of the Historical Village and its buildings and grounds. The Commission works to preserve the history of South Lyon by collecting materials and other objects and materials illustrative of and relating to the history of the South Lyon area, to procure and preserve narratives of the early pioneers, their exploits, perils, privations and achievements.

AGENDA NOTE

New Business: Item # /

MEETING DATE: February 25, 2019

PERSON PLACING ITEM ON AGENDA: City Manager Paul Zelenak

AGENDA TOPIC: New phone systems for Waste Water/ DPW Departments

EXPLANATION OF TOPIC: Current Systems are outdated and not supported. Parts are no longer available for phones, buttons and displays are failing. Trouble hearing through the handsets.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: 3 Quotes attached/Spreadsheet Breakdown / Pictures

POSSIBLE COURSES OF ACTION: Approve/deny the purchase.

RECOMMENDATION: CTI
@ \$262.81 a month with \$1 buyout at the end of 5 years.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve

Avatel Technologies	PROPOSED SOLUTION FOR 23500 DIXBORO RD: 60 Mo SLG Lease @ \$168.09 / Mo	$\$168.09 + \$100.17 =$ \$268.26
	PROPOSED SOLUTION FOR 520 ADA ST: 60 Mo SLG Lease @ \$100.17 / Mo	
Avaya	PROPOSED SOLUTION FOR 23500 DIXBORO RD: FMV True Lease: \$254.63/Mo 60 Months (W/Maint. Contract)	$\$254.63 + \$100.13 =$ \$354.76
	PROPOSED SOLUTION FOR 520 ADA ST: FMV True Lease: \$100.13/Mo 60 Months (W/O Maint. Contract)	
CTI Technologies	PROPOSED SOLUTION FOR 23500 DIXBORO RD: \$1 Purchase Option 0 Advance Rentals: \$115.84 plus \$55 maint. per month 60 Months \$115.84 + \$55.00 = \$170.84	$\$170.84 + \$91.97 =$ \$262.81
	PROPOSED SOLUTION FOR 520 ADA ST: \$1 Purchase Option 0 Advance Rentals: \$61.97 plus \$30 maint. per month 60 Months \$61.97 + \$30.00 = \$91.97	

	Cost Comparison: Lease vs Capital Purchase (The lease offer are @ 0% so if you multiply out the monthly x60 you attain the capital purchase)	Totals for Phones & Maintenance both departments	Service Agreement	Advantage to alternatives	Disadvantages to alternatives	Compatibility to current Infrastructure
Avatel Technologies	PROPOSED SOLUTION FOR 23500 DIXBORO RD: 60 Mo SLG Lease @ \$168.09 / Mo OR \$10,085.40 CAPITAL PURCHASE	\$268.26	See Service Agreement Attachment	Pre-Existing business relationship / Remaining term of current agreement refunded / Full Service Agreement for 5 Years (includes on-site visits, programming support, hardware, software, and internal wire coverage) / No Additional Install Charges / State & Local Government Lease Program offers certain safeguards in the event of municipal budgetary shortfalls.	Out of State, Third party hired for installation and repair. Did not make an onsite visit to confirm equipment needed	Compatible with current paging solution and the learning curve would be less of an issue as this is the updated AVAYA solution (Although training is provided). Site to site transfer is possible as other sites have like equipment. No need to rewire anything as the AVAYA solution is compatible with current wiring.
	PROPOSED SOLUTION FOR 520 ADA ST: 60 Mo SLG Lease @ \$100.17 / Mo OR \$6,010.20 CAPITAL PURCHASE					
	PROPOSED SOLUTION FOR 23500 DIXBORO RD: Finance Lease \$1 PO: \$277.06/Mo FMV True Lease: \$254.63/Mo 60 Months (W/Maint. Contract)					
Avaya	PROPOSED SOLUTION FOR 520 ADA ST: Finance Lease \$1 PO: \$108.95/Mo FMV True Lease: \$100.13/Mo 60 Months (W/O Maint. Contract)	\$354.76		Local Company/ Similar Contract to our previous contract/Full 5 Year Service Agreement/ No additional installation cost/ Made Onsite Visit to evaluate equipment and needs	Most expensive option	
	PROPOSED SOLUTION FOR 23500 DIXBORO RD: \$1 Purchase Option 0 Advance Rentals: \$115.84 plus \$55 maint. per month FMV Purchase 0 Advance Rental: \$118.51 plus Maint. \$55 60 Months					
CTI Technologies	PROPOSED SOLUTION FOR 520 ADA ST: \$1 Purchase Option 0 Advance Rentals: \$61.87 plus \$80 maint. per month 60 Months	\$262.81		Local Company /Did an onsite review of our current system and demonstrated new system/will work with ATT to remove further static happening from the line/ Deal directly with CTI for maintenance & support (no 3rd parties)/less expensive option for DPW/ Provided list of references from other communities and businesses utilizing them		

	Current Contract	Currently Have	Current Shortfall(s)	Need	End of Term Lease Options Month to month operating expense with the following options at the end of the 5 year term:
Avatel Technologies	Maintenance Contract with Avaya \$12.58 a month for DPW/Expires 12/17/18 \$226.26 A Quarter for Water Department/ Expires 2/9/19	AVAYA Partner Plus with 38D Partner phones (Parts refurb since 1990)	Anaquated equipment / No longer manufactured and service is delayed / Stifle's efficiency	AVAYA IP OFFICE WITH FULL SVC AGREEMENT (Newest equipment and currently manufactured)	1.) Update to the newest release and re-assess things as they might have changed. (System and service agreement will be renewed at comparable rate to what's already paid) 2.) Buyout system at the fair market value which is calculated at end of lease. 3.) Return equipment with no fees. 4.) Continue leasing month to month.
Avaya					
CTI Technologies					



Communications Technologies, Inc.
A BUSINESS COMMUNICATIONS COMPANY

Communications Technologies, Inc.

5479 Lapeer Road, Burton, MI 48509

Telephone: (810) 743-6900

Facsimile: (810) 743-2139

www.cti4u.com

**GOLD SEAL PLUS PARTNER PROGRAM AGREEMENT
FOR
CITY OF SOUTH LYON DPW**

In consideration of the mutual agreement herein contained, COMMUNICATIONS TECHNOLOGIES, INC. herein referred to as "CTI" agrees to service the "SYSTEM" described in paragraphs one & two and South Lyon DPW herein referred to as "THE CUSTOMER" agrees to provide payment to CTI in accordance with the following terms & conditions.

1. The following items make up the SYSTEM:
See Attached List of Items Covered
2. INSTALLATION ADDRESS: 520 Ada Street, South Lyon, MI 48178
3. RENEWAL: This agreement is renewable upon written approval by CUSTOMER. When so renewed, the PAYMENT and any further charges pursuant hereto will be at CTI's then current rate.
4. PAYMENT and TERM: This agreement shall commence on the date and be effective for the period pursuant to the information stated below. Either party may terminate this agreement upon sixty (60) days written notice, with or without cause. In the case of such termination, CTI shall be entitled to receive payment for services completed up to and including the date of termination. The CUSTOMER agrees to pay CTI the total initialed amount below herein referred to as the "PAYMENT".

Coverage dates: February ____, 2019 to February ____, 2020

Length of Agreement: 60 Months

Agreement Total \$30.00 per month

5. CUSTOMER SERVICE PROVISIONS: Subject to the conditions hereof, CTI shall, without additional charge to the CUSTOMER, furnish the following services. CTI shall provide regular service on the average within twenty-four (24) hours of receipt of notice from CUSTOMER. Emergency Service, however, will be rendered on the average within two (2) hours of CUSTOMER'S request being received by CTI. For the purpose hereof, an emergency is defined as Twenty-five (25) percent outage of lines or stations or the inability to initiate incoming or outgoing calls. Regular service will be provided during normal business hours (8:00 a.m. to 5:00 p.m., except holidays). Emergency service outside of normal business hours will be provided seven (7) days a week & twenty-four (24) hours a day when advance agreement is made.

Subject to the conditions hereof, CTI shall, without additional charge to the CUSTOMER, furnish the following services.

- Priority queue to the "Partnership Operations Center"
- Priority dispatch on all service calls
- Priority scheduling for Adds, Moves, and Changes
- 15% discount on labor for all Moves, Adds and Changes
- 15% discount on equipment for all Moves, Adds, and Changes
- Remote support service calls via telephone or emails during normal business hours
- Remote programming changes during normal business hours
- ALL routine remote Voice Mail changes
- Preferred service and replacement of defective equipment per factory recommendations
- No charge for "no trouble found" service calls
- User guides upon request
- Designation/key strips as needed (labels)
- Periodic replacement of handset and station cords
- No escalation for multi-year contracts
- Annual audit of connectivity charges
- Local and Long Distance audits and recommendations upon request
- Service Provider Bill reconciliation
- "Software only" upgrades*
- Backup and archiving of system databases where applicable
- Unlimited end user training
- Ability to attend Technology Webinars on advanced and emerging business applications.

*Free software upgrade does not include any hardware that is a pre-requisite for the software upgrade.

6. **ASSIGNMENT:** This agreement may not be transferred or assigned to any third party without the written consent of CTI.

7. **ADDITIONS:** If new or additional equipment is added to the SYSTEM subsequent to the date of this agreement, those additions will not increase the payment during the current contract term.

8. **PERFORMANCE:** In the event of material breach of this agreement, either party may cancel this agreement upon 60 days written notice. CTI does not make any warranties in respect to the equipment either express or implied, except as provided in this agreement. All warranties shall be void as to equipment damage, or rendered unserviceable by negligence, misuse, theft, vandalism, fire, water, Acts of God or other peril, or by moving, repair, relocation, or alteration not authorized by CTI. In no event will CTI be liable for any indirect, incidental, or consequential damage, including but not limited to, loss of business, loss of use, and loss of profits. In no event shall CTI's liability hereunder exceed the amount of the current year's maintenance charge. Customer hereby grants CTI full and unrestricted access to the premises on which the SYSTEM is located for maintenance purposes.

9. **PERIPHERAL EQUIPMENT:** Peripheral "plug in" items such as headsets, dialers, UPS equipment, answering machines & cordless/wireless telephones etc., and items not provided by CTI, are not covered by this agreement.

10. **MISCELLANEOUS:** Paragraph headings are only for the fulfillment of the parties hereto and shall not invalidate the remaining provisions thereof.

11. ENTIRE AGREEMENT: The provisions contained in this agreement, when approved, accepted and executed, constitute the entire agreement between CTI and the CUSTOMER with regard to the subject matter hereof and any alterations or modifications hereto must be in writing, referring to this agreement, and must be executed by CTI and CUSTOMER.

If any of the provisions of this agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions thereof.

CTI shall have the rights to delegate the performance of warranty work to subcontractors, but in any event shall remain responsible to customer for the performance thereof.

CUSTOMER acknowledges having read the terms and conditions, listed herein, and agrees to abide by them.

Communications Technologies, Inc.

City of South Lyon DPW

Acceptance By:

Acceptance By:

(Signature)

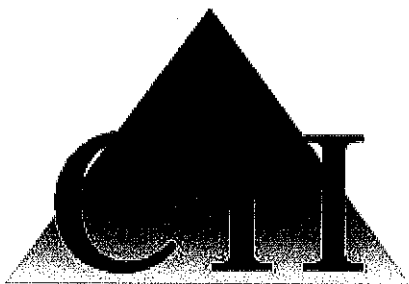
(Signature)

(Title)

(Title)

(Date)

(Date)



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**GOLD SEAL PLUS PARTNER PROGRAM AGREEMENT
FOR
CITY OF SOUTH LYON WATER & WASTE**

In consideration of the mutual agreement herein contained, COMMUNICATIONS TECHNOLOGIES, INC. herein referred to as "CTI" agrees to service the "SYSTEM" described in paragraphs one & two and South Lyon Water and Waste herein referred to as "THE CUSTOMER" agrees to provide payment to CTI in accordance with the following terms & conditions.

1. The following items make up the SYSTEM:
See Attached List of Items Covered
2. INSTALLATION ADDRESS: 23500 Dixboro, South Lyon, MI 48178
3. RENEWAL: This agreement is renewable upon written approval by CUSTOMER. When so renewed, the PAYMENT and any further charges pursuant hereto will be at CTI's then current rate.
4. PAYMENT and TERM: This agreement shall commence on the date and be effective for the period pursuant to the information stated below. Either party may terminate this agreement upon sixty (60) days written notice, with or without cause. In the case of such termination, CTI shall be entitled to receive payment for services completed up to and including the date of termination. The CUSTOMER agrees to pay CTI the total initialed amount below herein referred to as the "PAYMENT".

Coverage dates: February ____, 2019 to February ____, 2020

Length of Agreement: 60 Months

Agreement Total \$55.00 per month

5. CUSTOMER SERVICE PROVISIONS: Subject to the conditions hereof, CTI shall, without additional charge to the CUSTOMER, furnish the following services. CTI shall provide regular service on the average within twenty-four (24) hours of receipt of notice from CUSTOMER. Emergency Service, however, will be rendered on the average within two (2) hours of CUSTOMER'S request being received by CTI. For the purpose hereof, an emergency is defined as Twenty-five (25) percent outage of lines or stations or the inability to initiate incoming or outgoing calls. Regular service will be provided during normal business hours (8:00 a.m. to 5:00 p.m., except holidays). Emergency service outside of normal business hours will be provided seven (7) days a week & twenty-four (24) hours a day when advance agreement is made.

Subject to the conditions hereof, CTI shall, without additional charge to the CUSTOMER, furnish the following services.

- Priority queue to the "Partnership Operations Center"
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- Priority scheduling for Adds, Moves, and Changes
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- 15% discount on equipment for all Moves, Adds, and Changes
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- Remote programming changes during normal business hours
- ALL routine remote Voice Mail changes
- Preferred service and replacement of defective equipment per factory recommendations
- No charge for "no trouble found" service calls
- User guides upon request
- Designation/key strips as needed (labels)
- Periodic replacement of handset and station cords
- No escalation for multi-year contracts
- Annual audit of connectivity charges
- Local and Long Distance audits and recommendations upon request
- Service Provider Bill reconciliation
- "Software only" upgrades*
- Backup and archiving of system databases where applicable
- Unlimited end user training
- Ability to attend Technology Webinars on advanced and emerging business applications.

*Free software upgrade does not include any hardware that is a pre-requisite for the software upgrade.

6. **ASSIGNMENT:** This agreement may not be transferred or assigned to any third party without the written consent of CTI.

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8. **PERFORMANCE:** In the event of material breach of this agreement, either party may cancel this agreement upon 60 days written notice. CTI does not make any warranties in respect to the equipment either express or implied, except as provided in this agreement. All warranties shall be void as to equipment damage, or rendered unserviceable by negligence, misuse, theft, vandalism, fire, water, Acts of God or other peril, or by moving, repair, relocation, or alteration not authorized by CTI. In no event will CTI be liable for any indirect, incidental, or consequential damage, including but not limited to, loss of business, loss of use, and loss of profits. In no event shall CTI's liability hereunder exceed the amount of the current year's maintenance charge. Customer hereby grants CTI full and unrestricted access to the premises on which the SYSTEM is located for maintenance purposes.

9. **PERIPHERAL EQUIPMENT:** Peripheral "plug in" items such as headsets, dialers, UPS equipment, answering machines & cordless/wireless telephones etc., and items not provided by CTI, are not covered by this agreement.

10. **MISCELLANEOUS:** Paragraph headings are only for the fulfillment of the parties hereto and shall not invalidate the remaining provisions thereof.

11. ENTIRE AGREEMENT: The provisions contained in this agreement, when approved, accepted and executed, constitute the entire agreement between CTI and the CUSTOMER with regard to the subject matter hereof and any alterations or modifications hereto must be in writing, referring to this agreement, and must be executed by CTI and CUSTOMER.

If any of the provisions of this agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions thereof.

CTI shall have the rights to delegate the performance of warranty work to subcontractors, but in any event shall remain responsible to customer for the performance thereof.

CUSTOMER acknowledges having read the terms and conditions, listed herein, and agrees to abide by them.

Communications Technologies, Inc.

City of South Lyon Water & Waste

Acceptance By:

Acceptance By:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Municipal Lease And Option Agreement

DATED: February 07, 2019

LESSOR: NEC FINANCIAL SERVICES, LLC
250 PEHLE AVENUE, SUITE 203
SADDLE BROOK, NJ 07663-5806

LESSEE: CITY OF SOUTH LYON, MICHIGAN
23500 DIXBORO
SOUTH LYON, MI 48178

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment hereinafter described ("Equipment") in accordance with the following terms and conditions of this Municipal Lease and Option Agreement ("Agreement") which shall be governed by and construed in accordance with the laws of the state of the Equipment Location described below ("State").

DESCRIPTION OF EQUIPMENT

(1) NEC SV9100 SYSTEM, together with all accessories, additions and attachments thereto, replacements and substitutions therefore and all proceeds thereof, now owned or hereinafter acquired.

LOCATION OF EQUIPMENT

DPW, 520 ADA STREET, SOUTH LYON, MI 48178

RENTAL PAYMENTS

Rental Payment Periods shall be monthly. Rental Payments shall be made in accordance with Section 6.02 and the Schedule of Rental Payments attached hereto as Exhibit A. The maximum Lease Term of this Agreement is 60 months. The first payment will be due on 03/25/2019.

ESSENTIAL USE CERTIFICATE

1. The Equipment will be used by the Lessee for the following governmental purpose of telecommunications.
2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

TERMS AND CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THESE 6 PAGES SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date written above.

(LESSOR)

NEC Financial Services, LLC

By: _____

Title: _____

(SEAL if applicable)

(LESSEE)

CITY OF SOUTH LYON, MICHIGAN

By: _____

Title: _____

ATTEST: _____

Title: _____

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement and all related documents on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement and all related documents on behalf of Lessee, and (ii) that the budget year of Lessee is from _____ to _____.

Dated: _____

By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Municipal Lease and Option Agreement (the "Agreement") dated February 07, 2019 by and between Lessor and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a State or fully constituted political subdivision or agency of the State of the Equipment Location described above; (ii) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Printed Name: _____

Dated: _____

Address: _____

Signature: _____

Telephone No.: _____

ARTICLE I COVENANTS OF LESSEE

Section 1.01. **Covenants of Lessee.** Lessee represents covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution of the laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (d) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.
- (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (f) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
- (g) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.
- (h) The Equipment is, and during the period this Agreement is in force will remain, personal property and, when subjected to use by Lessee under this Agreement, will not be or become fixtures.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee will submit to the Secretary of the Treasury an information reporting statement, Form 8038G or 8038GC as applicable, at the time and in the form required by the Code and Regulations. In the event that Lessee should fail to perform its obligations under this Section (i) and the interest component of any Lease Payment received by Lessor should be determined to be includable in gross income of Lessor for federal income tax purposes, then Lessee shall pay to Lessor as additional rent hereunder such amount as is necessary to return to Lessor an after-tax yield equal to Lessor's tax-exempt yield with respect to such Rental Payment and to reimburse Lessor for all penalties, interest, costs, fees and administrative and other expenses (including reasonable legal fees) incurred with respect thereto.

(j) /Initial if applicable _____ / Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501 (c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(k) Upon request Lessee will, with reasonable promptness, provide Lessor with copies of Lessee's current year-end and quarterly financial statements (prepared in accordance with generally accepted accounting principles, consistently applied) in form and content

satisfactory to Lessor.

ARTICLE II DEFINITIONS

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"**Agreement**" means this Municipal Lease and Option Agreement with its Exhibits.

"**Code**" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"**Commencement Date**" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"**Equipment**" means the property described and which is the subject of this Agreement.

"**Lease Term**" means the period beginning with the Commencement Date and continuing until terminated as outlined in Section 4.01.

"**Purchase Price**" means the amount set forth and so titled which Lessee may pay to Lessor to purchase the Equipment as provided under Section 10.01.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to this Agreement.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. **Lease of Equipment.** Lessor hereby demises leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. **Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment under Articles X or VI; (b) Lessor's election to terminate this Agreement upon a default under Article XII; (c) the payment by Lessee of all sums required to be paid by Lessee hereunder; or (d) the occurrence of an Event of Nonappropriation in accordance with Article VI, Section 6.05.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment.** Lessor hereby agrees not to interfere with Lessee's quiet use and enjoyment of the Equipment so long as Lessee is not in default hereunder.

Section 5.02. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Right of Inspection.** During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** Lessee's warranties are contained in the agreement between the manufacturer and CITY OF SOUTH LYON, MICHIGAN. LESSOR AND/OR LESSOR'S ASSIGNEE (S) MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR AND/OR LESSOR'S ASSIGNEE (S), THE LESSEE LEASES THE EQUIPMENT "AS IS". In no event shall the Lessor and/or Lessor's Assignee(s) be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Lessee may assert claims and rights that the Lessor may have against any Vendor of any portion of the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee.** The obligation of the Lessee to pay Rental Payments to Lessor due and owing during the current fiscal year of the Lessee under this Agreement is a current expense of the Lessee and not a debt of the Lessee in contravention of any applicable limitations or requirements. Obligations becoming due and owing in subsequent fiscal years of the Lessee for the fiscal year during which they are incurred, but shall not be current expenses of the Lessee during the current fiscal year in which this Agreement is executed. Nothing contained herein shall constitute a pledge of the general tax revenues, funds or moneys of the Lessee.

Section 6.02. **Rental Payments.** Lessee shall pay Rental Payments from legally available funds, in lawful money of the United States of America to Lessor, in the amounts and on the payment dates set forth on the Payment Schedule attached hereto as Exhibit A. If we do not receive any Rental Payment or any other amount due from you when due, you agree to pay us a late charge equal to Twenty Five Dollars (\$25.00) or ten percent (10%) of the amount not paid on time for each month payment is not received by us, whichever amount is higher. If we are not legally permitted to charge this amount, you agree to pay us the maximum amount permitted by law.

Section 6.03. **Rental Payments to be Unconditional.** The obligations of Lessee to make Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, including the discontinuance of any grant moneys expected by Lessee, except as expressly provided under this Agreement, notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person. Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

Section 6.04. **Continuation of Lease Term by Lessee.** Lessee intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made.

Section 6.05. **Nonappropriation.** If (a) sufficient funds are not appropriated for Rental Payments due in any fiscal year and (b) the Lessee shall have at such time no funds duly authorized for the Rental Payments or other amounts payable hereunder from other sources, an Event of Nonappropriation shall be deemed to have occurred. The Lessee shall promptly deliver notice thereof to the Lessor. Upon the occurrence of an Event of Nonappropriation, the Lessee agrees that the Lessor may reclaim possession of the Equipment. Lessee agrees peaceably to deliver the Equipment and title thereto to Lessor at a reasonable location specified by Lessor, all at Lessee's expense.

Section 6.06. **Nonsubstitution.** If an Event of Nonappropriation occurs, the Lessee hereby agrees, to the extent permitted by law and subject to applicable public policy, not to purchase, lease, or rent equipment performing functions similar to those performed by the Equipment for the remainder of the then current fiscal year of the Lessee.

ARTICLE VII TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to Lessor's rights upon an Event of Default or an Event of Nonappropriation.

Section 7.02. **Security Interest.** To secure payment and performance of all indebtedness, liabilities and obligations due and/or owing by Lessee to Lessor (each an "Obligation", collectively the "Obligations"), whether now or hereafter existing, arising, under the Agreement, any Schedule, and/or all agreements, guaranties, instruments, or other documents executed in favor of and/or delivered to Lessor, Lessee hereby grants, transfers and, assigns to Lessor a security interest in the Equipment, together with all accessories, attachments and accessions now or hereafter affixed thereto, and all substitution and replacements of, and all proceeds of the foregoing. Lessor's security interest in or title to the Equipment, whether now or hereafter acquired, shall not be released until all the Obligations have been paid in full. Lessee will cooperate fully with Lessor (or any assignee of Lessor pursuant to Section 11.01) for the purpose of carrying out the intent and purposes hereof and to protect the interests of Lessor in the Equipment, this Lease and the sums due and to become due under and in connection with this Lease, including, without limitation, the execution of all Uniform Commercial Code financing statements requested by Lessor. Lessor is hereby authorized, to the extent permitted by applicable law, to file one or more Uniform Commercial Code financing statements, whether precautionary or otherwise, as appropriate, disclosing Lessor's interest in the Equipment, this Lease, the sums due under and/or in connection with this Lease and in any and all other collateral which secures Lessee's obligations to Lessor, without the signature of Lessee or signed by Lessor as Attorney-in Fact for Lessee. Lessee hereby irrevocably appoints Lessor (and any of Lessor's officers, employees or agents designated by Lessor) as Lessee's agent and Attorney-in-Fact, coupled with an interest, to do all things necessary to carry out the intent of this paragraph, including, without limitation, the execution and filing of all Uniform Commercial Code financing statements.

Section 7.03. **Liens and Encumbrances to Title.** Lessee shall promptly discharge any liens placed on the Equipment other than those created by Lessor.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due. Lessee agrees to pay Lessor a documentation fee of \$150.00 to cover Lessor's expense in processing this Lease and credit application.

Section 8.03. **Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 8.04. **Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Equipment.

**ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee, in their sole opinion, shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

**ARTICLE X
OPTION TO PURCHASE**

Section 10.01. **Purchase Rights.** Lessee shall be entitled to purchase the Equipment:

- (a) Upon payment in full of all Rental Payments due hereunder and all other amounts due hereunder; or
- (b) Provided there is no Event of Default hereunder and upon written notice delivered at least 30 days in advance, Lessee may purchase the Equipment on any rental payment date by paying to Lessor the Rental Payment then due, together with the applicable Purchase Price along with all other amounts then due hereunder.

**ARTICLE XI
ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

Section 11.01. **Assignment or Sale by Lessor.**

(a) This Agreement, and the obligations of Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by Lessor. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of said assignment. During the term of this Agreement, Lessee shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Rental Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 11.02. **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State of MI, as they exist on the date of the execution of this Agreement, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, caused by or resulting from the acts or omissions of the Lessee, its agents, employees and representatives pursuant to this Agreement. Lessor shall protect, hold harmless and indemnify Lessee from and against any and all liability, obligations, losses, claims and damages whatsoever, caused by or resulting from the acts or omissions of the Lessor, its agents, employees and representatives pursuant to this Agreement. The indemnification arising under this paragraph shall survive the termination of this Agreement.

**ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES**

Section 12.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

- (a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder or any Obligation when due;
- or
- (b) Failure by the Lessee to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof; or
 - (c) Failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder or under any Obligation for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or
 - (d) Initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

A default under any Obligation shall be deemed a default under each and every other Obligation.

The foregoing provisions of this Section are subject to the provisions of Article VI, Section 6.05, hereof.

Section 12.02. **Remedies On Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

- (a) Terminate this Agreement and retake possession of the Equipment wherever situated, and sell or lease, sublease or make other

disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of Lessor; provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Equipment and unpaid by Lessee during the current fiscal year.

Lessor shall apply the sale proceeds in the following manner:

FIRSTLY, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses;

SECONDLY, to pay the Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next preceding due date of a Rental Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder;

THIRDLY, to pay the remainder of the sale proceeds purchase moneys or other amounts paid by a buyer of the Equipment, to the Lessee.

(b) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover for the breach thereof; or

(c) Use or retake such portion of the Equipment as the Lessor, in its sole discretion, may decide.

All of the Lessee's right, title and interest in any Equipment the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Nonappropriation shall terminate immediately upon such repossession.

Section 12.03. **Return of Equipment.** Upon an Event of Default, Lessee agrees to allow Lessor to recover the Equipment at Lessee's sole cost and expense, in accordance with Article VI, Section 6.05.

Section 12.04. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 12.05. **Force Majeure.** If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI and Article VIII Section 8.03 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; act of public enemies, orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII MISCELLANEOUS

Section 13.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 13.02. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. **Amendments.** All amendments hereto must be in writing.

Section 13.05. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 13.06. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of MI.

Section 13.07. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature on Page 1 of its authorized representative acknowledges that it has read this Agreement understands it and agrees to be bound by its terms and conditions. A copy or copies of this Agreement and related documents with facsimile signatures may be treated as originals and shall be admissible as evidence. It is agreed by Lessee and Lessor that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, Lessee and Lessor intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, the New Jersey State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Agreement may be executed electronically through an electronic acceptance and acknowledgement in an electronic workspace designed for that purpose, which acceptance and acknowledgement shall have the same legal effect, validity and enforceability as signature affixed by hand.

EXHIBIT A
SCHEDULE OF PAYMENTS

Page 1 of 2

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price
0		3,018.60				
1		2,978.08	61.97	21.45	40.52	3,561.95
2		2,937.27	61.97	21.16	40.81	3,514.13
3		2,896.17	61.97	20.87	41.10	3,465.98
4		2,854.78	61.97	20.58	41.39	3,417.48
5		2,813.09	61.97	20.28	41.69	3,368.64
6		2,771.11	61.97	19.99	41.98	3,319.45
7		2,728.83	61.97	19.69	42.28	3,269.91
8		2,686.25	61.97	19.39	42.58	3,220.02
9		2,643.37	61.97	19.09	42.88	3,169.78
10		2,600.18	61.97	18.78	43.19	3,119.18
11		2,556.69	61.97	18.48	43.49	3,068.22
12		2,512.89	61.97	18.17	43.80	3,016.89
13		2,468.77	61.97	17.86	44.11	2,965.20
14		2,424.34	61.97	17.54	44.43	2,913.15
15		2,379.60	61.97	17.23	44.74	2,860.72
16		2,334.54	61.97	16.91	45.06	2,807.93
17		2,289.16	61.97	16.59	45.38	2,754.75
18		2,243.45	61.97	16.27	45.70	2,701.20
19		2,197.42	61.97	15.94	46.03	2,647.27
20		2,151.07	61.97	15.61	46.36	2,592.96
21		2,104.38	61.97	15.28	46.69	2,538.26
22		2,057.36	61.97	14.95	47.02	2,483.17
23		2,010.01	61.97	14.62	47.35	2,427.69
24		1,962.32	61.97	14.28	47.69	2,371.81
25		1,914.30	61.97	13.94	48.03	2,315.54
26		1,865.93	61.97	13.60	48.37	2,258.87
27		1,817.22	61.97	13.26	48.71	2,201.80
28		1,768.16	61.97	12.91	49.06	2,144.32
29		1,718.75	61.97	12.56	49.41	2,086.43
30		1,669.00	61.97	12.21	49.76	2,028.13
31		1,618.89	61.97	11.86	50.11	1,969.42
32		1,568.42	61.97	11.50	50.47	1,910.29
33		1,517.59	61.97	11.14	50.83	1,850.74
34		1,466.41	61.97	10.78	51.19	1,790.76
35		1,414.86	61.97	10.42	51.55	1,730.36
36		1,362.94	61.97	10.05	51.92	1,669.53
37		1,310.65	61.97	9.68	52.29	1,608.27
38		1,258.00	61.97	9.31	52.66	1,546.57
39		1,204.97	61.97	8.94	53.03	1,484.44
40		1,151.56	61.97	8.56	53.41	1,421.86
41		1,097.77	61.97	8.18	53.79	1,358.84
42		1,043.60	61.97	7.80	54.17	1,295.37
43		989.05	61.97	7.42	54.55	1,231.45
44		934.10	61.97	7.03	54.94	1,167.07
45		878.77	61.97	6.64	55.33	1,102.24
46		823.05	61.97	6.24	55.73	1,036.95
47		766.92	61.97	5.85	56.12	971.19

Initial: _____

48	710.40	61.97	5.45	56.52	904.97
49	653.48	61.97	5.05	56.92	838.28
50	596.15	61.97	4.64	57.33	771.11
51	538.42	61.97	4.24	57.73	703.46
52	480.28	61.97	3.83	58.14	635.34
53	421.72	61.97	3.41	58.56	566.73
54	362.75	61.97	3.00	58.97	497.63
55	303.35	61.97	2.58	59.39	428.04
56	243.54	61.97	2.16	59.81	357.96
57	183.30	61.97	1.73	60.24	287.38
58	122.63	61.97	1.30	60.67	216.29
59	61.53	61.97	0.87	61.10	144.71
60	(0.00)	61.97	0.44	61.53	72.61
TOTAL		3,718.20	699.60	3,018.60	

Lessee: CITY OF SOUTH LYON, MICHIGAN

By: _____

Date: _____

Municipal Lease And Option Agreement

DATED: February 07, 2019

LESSOR: NEC FINANCIAL SERVICES, LLC
250 PEHLE AVENUE, SUITE 203
SADDLE BROOK, NJ 07663-5806

LESSEE: CITY OF SOUTH LYON, MICHIGAN
23500 DIXBORO
SOUTH LYON, MI 48178

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment hereinafter described ("Equipment") in accordance with the following terms and conditions of this Municipal Lease and Option Agreement ("Agreement") which shall be governed by and construed in accordance with the laws of the state of the Equipment Location described below ("State").

DESCRIPTION OF EQUIPMENT

(1) NEC SV9100 SYSTEM, together with all accessories, additions and attachments thereto, replacements and substitutions therefore and all proceeds thereof, now owned or hereinafter acquired.

LOCATION OF EQUIPMENT

DEPARTMENT OF WATER AND WASTE 23500 DIXBORO SOUTH LYON, MI 48178

RENTAL PAYMENTS

Rental Payment Periods shall be monthly. Rental Payments shall be made in accordance with Section 6.02 and the Schedule of Rental Payments attached hereto as Exhibit A. The maximum Lease Term of this Agreement is 60 months. The first payment will be due on 03/25/2019.

ESSENTIAL USE CERTIFICATE

1. The Equipment will be used by the Lessee for the following governmental purpose of telecommunications.
2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

TERMS AND CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THESE 6 PAGES SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date written above.

(LESSOR)

NEC Financial Services, LLC

By: _____

Title: _____

(SEAL if applicable)

(LESSEE)

CITY OF SOUTH LYON, MICHIGAN

By: _____

Title: _____

ATTEST: _____

Title: _____

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement and all related documents on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement and all related documents on behalf of Lessee, and (ii) that the budget year of Lessee is from _____ to _____.

Dated: _____

By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Municipal Lease and Option Agreement (the "Agreement") dated February 07, 2019 by and between Lessor and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a State or fully constituted political subdivision or agency of the State of the Equipment Location described above; (ii) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Printed Name: _____

Dated: _____

Address: _____

Signature: _____

Telephone No.: _____

ARTICLE I COVENANTS OF LESSEE

Section 1.01. **Covenants of Lessee.** Lessee represents covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution of the laws of the State.
(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and, when subjected to use by Lessee under this Agreement, will not be or become fixtures.

(i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee will submit to the Secretary of the Treasury an information reporting statement, Form 8038G or 8038GC as applicable, at the time and in the form required by the Code and Regulations. In the event that Lessee should fail to perform its obligations under this Section (i) and the interest component of any Lease Payment received by Lessor should be determined to be includable in gross income of Lessor for federal income tax purposes, then Lessee shall pay to Lessor as additional rent hereunder such amount as is necessary to return to Lessor an after-tax yield equal to Lessor's tax-exempt yield with respect to such Rental Payment and to reimburse Lessor for all penalties, interest, costs, fees and administrative and other expenses (including reasonable legal fees) incurred with respect thereto.

(j) /Initial if applicable _____ / Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501 (c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(k) Upon request Lessee will, with reasonable promptness, provide Lessor with copies of Lessee's current year-end and quarterly financial statements (prepared in accordance with generally accepted accounting principles, consistently applied) in form and content

satisfactory to Lessor.

ARTICLE II DEFINITIONS

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"**Agreement**" means this Municipal Lease and Option Agreement with its Exhibits.

"**Code**" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"**Commencement Date**" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"**Equipment**" means the property described and which is the subject of this Agreement.

"**Lease Term**" means the period beginning with the Commencement Date and continuing until terminated as outlined in Section 4.01.

"**Purchase Price**" means the amount set forth and so titled which Lessee may pay to Lessor to purchase the Equipment as provided under Section 10.01.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to this Agreement.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. **Lease of Equipment.** Lessor hereby demises leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. **Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment under Articles X or VI; (b) Lessor's election to terminate this Agreement upon a default under Article XII; (c) the payment by Lessee of all sums required to be paid by Lessee hereunder; or (d) the occurrence of an Event of Nonappropriation in accordance with Article VI, Section 6.05.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment.** Lessor hereby agrees not to interfere with Lessee's quiet use and enjoyment of the Equipment so long as Lessee is not in default hereunder.

Section 5.02. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Right of Inspection.** During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** Lessee's warranties are contained in the agreement between the manufacturer and CITY OF SOUTH LYON, MICHIGAN. LESSOR AND/OR LESSOR'S ASSIGNEE (S) MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR AND/OR LESSOR'S ASSIGNEE (S), THE LESSEE LEASES THE EQUIPMENT "AS IS". In no event shall the Lessor and/or Lessor's Assignee(s) be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Lessee may assert claims and rights that the Lessor may have against any Vendor of any portion of the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee.** The obligation of the Lessee to pay Rental Payments to Lessor due and owing during the current fiscal year of the Lessee under this Agreement is a current expense of the Lessee and not a debt of the Lessee in contravention of any applicable limitations or requirements. Obligations becoming due and owing in subsequent fiscal years of the Lessee for the fiscal year during which they are incurred, but shall not be current expenses of the Lessee during the current fiscal year in which this Agreement is executed. Nothing contained herein shall constitute a pledge of the general tax revenues, funds or moneys of the Lessee.

Section 6.02. **Rental Payments.** Lessee shall pay Rental Payments from legally available funds, in lawful money of the United States of America to Lessor, in the amounts and on the payment dates set forth on the Payment Schedule attached hereto as Exhibit A. If we do not receive any Rental Payment or any other amount due from you when due, you agree to pay us a late charge equal to Twenty Five Dollars (\$25.00) or ten percent (10%) of the amount not paid on time for each month payment is not received by us, whichever amount is higher. If we are not legally permitted to charge this amount, you agree to pay us the maximum amount permitted by law.

Section 6.03. **Rental Payments to be Unconditional.** The obligations of Lessee to make Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, including the discontinuance of any grant moneys expected by Lessee, except as expressly provided under this Agreement, notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person. Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

Section 6.04. **Continuation of Lease Term by Lessee.** Lessee intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made.

Section 6.05. **Nonappropriation.** If (a) sufficient funds are not appropriated for Rental Payments due in any fiscal year and (b) the Lessee shall have at such time no funds duly authorized for the Rental Payments or other amounts payable hereunder from other sources, an Event of Nonappropriation shall be deemed to have occurred. The Lessee shall promptly deliver notice thereof to the Lessor. Upon the occurrence of an Event of Nonappropriation, the Lessee agrees that the Lessor may reclaim possession of the Equipment. Lessee agrees peaceably to deliver the Equipment and title thereto to Lessor at a reasonable location specified by Lessor, all at Lessee's expense.

Section 6.06. **Nonsubstitution.** If an Event of Nonappropriation occurs, the Lessee hereby agrees, to the extent permitted by law and subject to applicable public policy, not to purchase, lease, or rent equipment performing functions similar to those performed by the Equipment for the remainder of the then current fiscal year of the Lessee.

ARTICLE VII TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to Lessor's rights upon an Event of Default or an Event of Nonappropriation.

Section 7.02. **Security Interest.** To secure payment and performance of all indebtedness, liabilities and obligations due and/or owing by Lessee to Lessor (each an "Obligation", collectively the "Obligations"), whether now or hereafter existing, arising, under the Agreement, any Schedule, and/or all agreements, guaranties, instruments, or other documents executed in favor of and/or delivered to Lessor, Lessee hereby grants, transfers and, assigns to Lessor a security interest in the Equipment, together with all accessories, attachments and accessions now or hereafter affixed thereto, and all substitution and replacements of, and all proceeds of the foregoing. Lessor's security interest in or title to the Equipment, whether now or hereafter acquired, shall not be released until all the Obligations have been paid in full. Lessee will cooperate fully with Lessor (or any assignee of Lessor pursuant to Section 11.01) for the purpose of carrying out the intent and purposes hereof and to protect the interests of Lessor in the Equipment, this Lease and the sums due and to become due under and in connection with this Lease, including, without limitation, the execution of all Uniform Commercial Code financing statements requested by Lessor. Lessor is hereby authorized, to the extent permitted by applicable law, to file one or more Uniform Commercial Code financing statements, whether precautionary or otherwise, as appropriate, disclosing Lessor's interest in the Equipment, this Lease, the sums due under and/or in connection with this Lease and in any and all other collateral which secures Lessee's obligations to Lessor, without the signature of Lessee or signed by Lessor as Attorney-in Fact for Lessee. Lessee hereby irrevocably appoints Lessor (and any of Lessor's officers, employees or agents designated by Lessor) as Lessee's agent and Attorney-in-Fact, coupled with an interest, to do all things necessary to carry out the intent of this paragraph, including, without limitation, the execution and filing of all Uniform Commercial Code financing statements.

Section 7.03. **Liens and Encumbrances to Title.** Lessee shall promptly discharge any liens placed on the Equipment other than those created by Lessor.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due. Lessee agrees to pay Lessor a documentation fee of \$150.00 to cover Lessor's expense in processing this Lease and credit application.

Section 8.03. **Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 8.04. **Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Equipment.

**ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee, in their sole opinion, shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

**ARTICLE X
OPTION TO PURCHASE**

Section 10.01. **Purchase Rights.** Lessee shall be entitled to purchase the Equipment:

- (a) Upon payment in full of all Rental Payments due hereunder and all other amounts due hereunder; or
- (b) Provided there is no Event of Default hereunder and upon written notice delivered at least 30 days in advance, Lessee may purchase the Equipment on any rental payment date by paying to Lessor the Rental Payment then due, together with the applicable Purchase Price along with all other amounts then due hereunder.

**ARTICLE XI
ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

Section 11.01. **Assignment or Sale by Lessor.**

(a) This Agreement, and the obligations of Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by Lessor. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of said assignment. During the term of this Agreement, Lessee shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Rental Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 11.02. **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State of MI, as they exist on the date of the execution of this Agreement, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, caused by or resulting from the acts or omissions of the Lessee, its agents, employees and representatives pursuant to this Agreement. Lessor shall protect, hold harmless and indemnify Lessee from and against any and all liability, obligations, losses, claims and damages whatsoever, caused by or resulting from the acts or omissions of the Lessor, its agents, employees and representatives pursuant to this Agreement. The indemnification arising under this paragraph shall survive the termination of this Agreement.

**ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES**

Section 12.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

- (a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder or any Obligation when due;
- or
- (b) Failure by the Lessee to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof; or
 - (c) Failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder or under any Obligation for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or
 - (d) Initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

A default under any Obligation shall be deemed a default under each and every other Obligation.

The foregoing provisions of this Section are subject to the provisions of Article VI, Section 6.05, hereof.

Section 12.02. **Remedies On Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

- (a) Terminate this Agreement and retake possession of the Equipment wherever situated, and sell or lease, sublease or make other

disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of Lessor; provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Equipment and unpaid by Lessee during the current fiscal year.

Lessor shall apply the sale proceeds in the following manner:

FIRSTLY, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses;

SECONDLY, to pay the Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next preceding due date of a Rental Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder;

THIRDLY, to pay the remainder of the sale proceeds purchase moneys or other amounts paid by a buyer of the Equipment, to the Lessee.

(b) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover for the breach thereof; or

(c) Use or retake such portion of the Equipment as the Lessor, in its sole discretion, may decide.

All of the Lessee's right, title and interest in any Equipment the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Nonappropriation shall terminate immediately upon such repossession.

Section 12.03. **Return of Equipment.** Upon an Event of Default, Lessee agrees to allow Lessor to recover the Equipment at Lessee's sole cost and expense, in accordance with Article VI, Section 6.05.

Section 12.04. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 12.05. **Force Majeure.** If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI and Article VIII Section 8.03 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; act of public enemies, orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII MISCELLANEOUS

Section 13.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 13.02. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. **Amendments.** All amendments hereto must be in writing.

Section 13.05. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 13.06. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of MI.

Section 13.07. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature on Page 1 of its authorized representative acknowledges that it has read this Agreement understands it and agrees to be bound by its terms and conditions. A copy or copies of this Agreement and related documents with facsimile signatures may be treated as originals and shall be admissible as evidence. It is agreed by Lessee and Lessor that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, Lessee and Lessor intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, the New Jersey State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Agreement may be executed electronically through an electronic acceptance and acknowledgement in an electronic workspace designed for that purpose, which acceptance and acknowledgement shall have the same legal effect, validity and enforceability as signature affixed by hand.

EXHIBIT A
SCHEDULE OF PAYMENTS

Page 1 of 2

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price
0		5,642.60				
1		5,566.86	115.84	40.10	75.74	6,658.27
2		5,490.57	115.84	39.56	76.28	6,568.89
3		5,413.75	115.84	39.02	76.82	6,478.88
4		5,336.38	115.84	38.47	77.37	6,388.22
5		5,258.46	115.84	37.92	77.92	6,296.92
6		5,179.98	115.84	37.37	78.47	6,204.98
7		5,100.95	115.84	36.81	79.03	6,112.38
8		5,021.36	115.84	36.25	79.59	6,019.12
9		4,941.20	115.84	35.68	80.16	5,925.20
10		4,860.47	115.84	35.11	80.73	5,830.61
11		4,779.17	115.84	34.54	81.30	5,735.35
12		4,697.29	115.84	33.96	81.88	5,639.42
13		4,614.82	115.84	33.38	82.46	5,542.80
14		4,531.78	115.84	32.79	83.05	5,445.49
15		4,448.14	115.84	32.20	83.64	5,347.50
16		4,363.91	115.84	31.61	84.23	5,248.80
17		4,279.08	115.84	31.01	84.83	5,149.41
18		4,193.64	115.84	30.41	85.43	5,049.31
19		4,107.60	115.84	29.80	86.04	4,948.50
20		4,020.95	115.84	29.19	86.65	4,846.97
21		3,933.68	115.84	28.57	87.27	4,744.72
22		3,845.79	115.84	27.95	87.89	4,641.74
23		3,757.28	115.84	27.33	88.51	4,538.04
24		3,668.14	115.84	26.70	89.14	4,433.59
25		3,578.36	115.84	26.07	89.77	4,328.40
26		3,487.95	115.84	25.43	90.41	4,222.47
27		3,396.90	115.84	24.78	91.06	4,115.78
28		3,305.19	115.84	24.14	91.70	4,008.34
29		3,212.84	115.84	23.49	92.35	3,900.13
30		3,119.83	115.84	22.83	93.01	3,791.15
31		3,026.16	115.84	22.17	93.67	3,681.40
32		2,931.82	115.84	21.50	94.34	3,570.87
33		2,836.82	115.84	20.83	95.01	3,459.55
34		2,741.13	115.84	20.16	95.68	3,347.44
35		2,644.77	115.84	19.48	96.36	3,234.54
36		2,547.72	115.84	18.79	97.05	3,120.83
37		2,449.99	115.84	18.10	97.74	3,006.31
38		2,351.56	115.84	17.41	98.43	2,890.99
39		2,252.43	115.84	16.71	99.13	2,774.84
40		2,152.59	115.84	16.01	99.83	2,657.86
41		2,052.05	115.84	15.30	100.54	2,540.06
42		1,950.79	115.84	14.58	101.26	2,421.42
43		1,848.81	115.84	13.86	101.98	2,301.93
44		1,746.11	115.84	13.14	102.70	2,181.60
45		1,642.68	115.84	12.41	103.43	2,060.41
46		1,538.51	115.84	11.67	104.17	1,938.36
47		1,433.60	115.84	10.93	104.91	1,815.44

Initial: _____

48	1,327.95	115.84	10.19	105.65	1,691.65
49	1,221.54	115.84	9.44	106.40	1,566.98
50	1,114.39	115.84	8.68	107.16	1,441.42
51	1,006.46	115.84	7.92	107.92	1,314.97
52	897.78	115.84	7.15	108.69	1,187.63
53	788.31	115.84	6.38	109.46	1,059.37
54	678.08	115.84	5.60	110.24	930.21
55	567.05	115.84	4.82	111.02	800.13
56	455.24	115.84	4.03	111.81	669.12
57	342.64	115.84	3.23	112.61	537.19
58	229.23	115.84	2.43	113.41	404.31
59	115.02	115.84	1.63	114.21	270.50
60	0.00	115.84	0.82	115.02	135.73
TOTAL		6,950.40	1,307.80	5,642.60	

Lessee: CITY OF SOUTH LYON, MICHIGAN

By: _____

Date: _____

Lisa Deaton

From: Chris Sovik <SovikC@southlyonpolice.com>
Sent: Friday, February 15, 2019 9:07 AM
To: Paul Zelenak
Cc: Doug Baaki; Fire Chief; Ron Brock; Lisa Deaton
Subject: Witch's Hat Brewing St. Patrick's Day Party
Attachments: Witch's Hat Brewery St Patrick Day 2019.pdf

Paul,

I received the attached authorization request from Ryan Cottongim of Witch's Hat Brewing Company for outside service for their planned St. Patrick's Day Event. It is scheduled for Sunday, March 17, 2019 from 12 noon to Midnight. The event will be confined to Witch's Hat Brewing Co. premises. Mr. Cottongim plans to utilize available on-street parking on Dorothy Street, as well as the city-owned parking lot on Dorothy Street for customers' vehicles. He has also agreed to pay the cost for a police officer to assist with pedestrian/traffic control at Lafayette and Dorothy. I have reviewed the application, and have recommended authorization by the Michigan Liquor Control Commission, (MLCC). The site plan has been reviewed and approved by fire department staff. I am forwarding this for your information and for inclusion in the February 25, 2019 City Council Packet for their information. This event does not require Council approval.

Thank You, Chris

Chief Christopher J. Sovik
South Lyon Police Department
219 Whipple Street
South Lyon, MI 48178
Direct Line: 248-437-0444
Station: 248-437-1773
Fax: 248-437-0459
sovikc@southlyonpolice.com
Graduate FBI National Academy Session 248



"If serving is below you, leadership is beyond you"



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

Temporary Authorization Application

(For MLCC Use Only)

(Authorized by R 436.1023(2),(3), R 436.1403(2), R 436.1407, and R 436.1419)

*****This application, all required documents, and a \$70.00 inspection fee must be submitted at least ten (10) days in advance of your event for your request to be considered by the Commission.*****

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Witch's Hat brewing Company - lic#242051		
Address: 601 S Lafayette		
City: South Lyon	Zip Code: 48178	
Contact name: Ryan Cottongim	Phone: 248-974-5781	Email: ryan@witchshatbrewing.com

☒ \$70.00 Inspection Fee - Make Check Payable to **State of Michigan** MLCC Use - Fee Code 4037

Part 2 - Temporary Authorizations Available

A licensee may request up to twelve (12) daily authorizations for each type of temporary authorization in a calendar year. Select all that apply to this application:

<input checked="" type="checkbox"/> Temporary Outdoor Service - Complete Parts 3, 8, and 9	<input type="checkbox"/> Temporary Extended Hours Permit - Complete Parts 6 and 9
<input type="checkbox"/> Temporary Dance Permit - Complete Parts 4 and 9	<input type="checkbox"/> Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
<input type="checkbox"/> Temporary Entertainment Permit - Complete Parts 5 and 9	

Part 3 - Temporary Outdoor Service Information

Temporary Outdoor Service requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

Date(s) of event: March 17, 2019	Describe event: Beer release party, outdoor beer tent - noon to midnight
Date(s) of event:	Describe event:
Date(s) of event:	Describe event:

1. Check below if the event(s) listed above will include any of the following:

☐ Dancing ☐ Contests ☐ Tournaments ☐ Classic Cars ☐ Motorcycles ☐ Concerts ☐ Festivals

2. List the exact dimensions of the proposed area:

Submit a diagram of outdoor area with application

72 feet X 105 feet = 9000 square feet
Width Length

3. Describe type and height of the barrier that will be used to enclose the area: 48" tall orange snow fence perimeter

4. Will the proposed outdoor service area be connected to the licensed premises?

☒ Yes ☐ No

If No, what is the distance from the licensed premises to the proposed area? _____ feet

5. Is the entrance/exit point(s) for the proposed area through the licensed premises?

☐ Yes ☒ No

6. Are there any dedicated streets or intervening property between proposed area and the licensed premises?

☐ Yes ☒ No

7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:

We will only have UPS trained staff ID'ing and serving alcohol and volunteers working security on the grounds

Part 3 Continued - Temporary Outdoor Service Information

8. Is the location of the proposed area owned, rented, or leased by the licensee?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No, submit a lease or written permission to use the proposed area, including permission from a city, township, or village if the proposed area is located on municipally owned-property.	
9. Is the proposed area located in the same local governmental unit as the licensed premises?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No, please explain:	
10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If No, the licensee will be restricted to providing only table service in the proposed area unless a new Additional Bar Permit has been requested by the licensee and approved by the Commission.	

Part 4 - Temporary Dance Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Dance Permit at the licensed premises <u>do not</u> need to request a Temporary Dance Permit for dancing in a Temporary Outdoor Service area.• The dance floor must be at least 100 square feet, be clearly marked, and shall not have tables, chairs, or other obstacles on the dance floor while customers are dancing.
1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Entertainment Permit for entertainment in a Temporary Outdoor Service area.• A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.
1. List the dates requested for a Temporary Entertainment Permit:
2. Describe the type of entertainment provided:
3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with prizes totalling over \$250.00 in retail value?
<div><input type="radio"/> Yes <input type="radio"/> No</div> <p>If Yes, the licensee must complete Form LCC-207 and submit with this application. <i>No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from another licensee without prior Commission approval.</i></p>

Part 6 - Temporary Extended Hours Permit Information

<ul style="list-style-type: none">• Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.
1. Select the permit type that requires a Temporary Extended Hours Permit*: <input type="checkbox"/> Dance Permit <input type="checkbox"/> Entertainment Permit
2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises <u>do not</u> need to request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service area.• A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. The local law enforcement agency must complete Part 8 of this application.
1. Indicate the activity that requires extended hours* (e.g. food service):
2. List the dates and hours requested for a Temporary Specific Permit:

*Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service and Temporary Specific Purpose Permit
The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: South Lyon Police Department	
Address of law enforcement agency: 219 WHIPPLE ST SOUTH LYON, MI 48178	
Phone number of officer: 248-437-1773	Email of officer: SOVIK@SOUTHLYONPOLICE.COM
I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.	
CHRISTOPHER J. SOVIK CHIEF OF POLICE	Chief Christopher J. Sovik
Print Name & Title of Reviewing Officer:	Signature of Reviewing Officer
	2/15/19
	Date

Part 9 - Signature of Licensee

If approved, the license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

If approved, the licensee shall provide service of alcoholic beverages in the outdoor area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in the area where customers may obtain their alcoholic beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new Additional Bar Permit.

Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an Additional Bar Permit must be obtained unless an existing Additional Bar Permit will be utilized.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Submit this application, all required documents, and a \$70.00 inspection fee at least 10 days at least ten (10) days in advance of your event for your request to be considered by the Commission. Make check payable to State of Michigan.

Ryan Cottongim President

2/12/2019

Print Name of Licensee & Title

Signature of Licensee

Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
www.southlyonfire.com

TENT / CANOPY / MEMBRANE STRUCTURE PERMIT APPLICATION

Requirements for Temporary Membrane Structures, Tents and Canopies

A temporary permit is required to: Erect or operate an air-supported temporary membrane structure canopy or tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping.

1 Tent (size 60x60) 1 Canopy (size 20x20) Membrane/Inflatable Structure

Today's Date: 2/12/19 Applicant Name: Ryan Coffey Applicant Phone: 248-474-5731

Business / Organization

Name: Witch's Hat Brewing Company

Address: 601 S. Lafayette South Lyon

Location for permit

use: 601 S. Lafayette

Date(s) requested for permit

use: March 17th, 2019

Start time: noon End Time: midnight

Air-Supported Structure: A structure wherein the shape of the structure is attained by air pressure and occupants of the structure are within the elevated pressure area.

Canopy: A structure, enclosure or shelter constructed of fabric or pliable materials supported by any manner, except by air or the contents it protects, and is open without sidewalls or drops on 75 percent or more of the perimeter.

Tent: A structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.


The structure shall be in compliance with Chapter 24 of the 2006 International Fire Code®, including the following items:

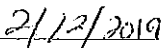
1. Gasoline, LP gas, charcoal, candles or other cooking devices or any other unapproved open flame shall not be permitted inside or located within 20 feet of the tent. Tents where cooking is performed shall be separate from other tents by a minimum of 20 feet. A type K extinguisher shall be provided in accordance with 2006 International Fire Code®.
2. A minimum of two 2A:10BC extinguishers are required for 400 - 1000 square feet. Provide one additional extinguisher for each 2,000 square feet. A minimum of one 40BC extinguisher for each generator or transformer.
3. All tents shall be constructed of flame-resistant materials. An affidavit shall be submitted certifying that the flame-resistant process and materials used comply with Section 2406 of the 2006 International Fire Code® and stating the date of treatment and the warranted period of effectiveness of the process. The flame-resistant process shall be in conformance with NFPA 701.
4. Electrical wiring shall be in conformance with Article 305 of NFPA 70 and the International Fire Code.
5. Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves an occupant load of 50 or more.
6. Exit signs shall be of an approved self-luminous type or shall be internally or externally illuminated by

fixtures supplied in the following manner: 1. Two separate circuits, one of which shall be separate from all other circuits, for occupant loads of 300 or less; or 2. Two separate sources of power, one of which shall be an approved emergency system, shall be provided when the occupant load exceeds 300.

7. A detailed site and floor plan for the temporary structure with an occupant load of more than 50 shall be submitted with this application for approval by the Fire Prevention Bureau. The plan shall indicate details of the means of egress facilities, seating capacity, arrangement of seating and location type of heating and electrical equipment. The arrangement of aisles shall be subject to the approval by the fire code official and shall be maintained clear at all times.
8. Upon receipt and approval of the site and floor plan an occupancy load will be issued by the South Lyon Fire Department. The Fire Chief or his designee may request the current occupant load at any time the structure is open to the public. Therefore an accurate head count shall be maintained.
9. Hay, straw, shavings or similar combustible materials shall not be located within any tent, canopy or membrane structure. The areas within and adjacent to the structure shall be maintained clear of all combustible materials that could create a fire hazard within 20 feet of the structure.
10. Smoking shall not be permitted in tents, canopies or membrane structures. "NO SMOKING" signs shall be conspicuously posted.

An electronic copy of the 2006 International Fire Code® is available at www.southlyonfire.com


Applicant's Signature


Date



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178

Phone: 248-437-2616 Fax: 248-437-3025

www.southlyonfire.com

February 15, 2019

Chief Chris Sovik
South Lyon Police Department
219 Whipple St.
South Lyon, MI 48178

RE: Ryan Cottongim
Witch's Hat Brewing – St. Patrick's Day Event
601 S. Lafayette Rd.
South Lyon, MI 48178

The South Lyon Fire Department has received the application for the upcoming St. Patrick's Day Event located at your facility. The plan is for the temporary use of a large tent to be occupied for gathering of patrons, as well as the use of the open parking lot as a gathering.

The occupant load for the tent is limited to 107 persons including staff/employees and the occupant load for the open gathering area is 3,650 persons including staff/employees. At no time, shall the occupant load for the event exceed either of these occupant loads, especially the tent.

This plan review was conducted in accordance with the International Fire Code (IFC) 2006 Edition.

We have no objections to this proposed tent event subject to the following conditions:

1. No smoking or open flame appliances (signage required) within or adjacent to tent.
IFC 2404.6
IFC 2404.7
2. If the tent is provided with sides; there shall be a minimum of 2 exits required with a minimum width of 72" each. The exits shall be placed a distance apart equal to, not less than ½ the length of the maximum overall diagonal dimension of the area served. All exits shall provide a continuous and unobstructed path of travel to a public way.
IFC 2403.12.2
3. All exits shall be clearly marked with illuminated exit signs.
IFC 2403.12.6
IFC 2403.12.6.1
4. Tent shall be provided with approved emergency lighting, with backup power capabilities.
IFC 2403.12.7
5. Two fire extinguishers shall be provided; one at each exit. Minimum size is a 2A:10BC (8lbs)
IFC 906
6. The tent shall not be within 20 ft. of lot lines, buildings, other tents, internal combustion engines (including heaters) or parked vehicles.
IFC 2403.8.2



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178

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7. Propane storage must remain a minimum of 10' from the tent.
8. Front entrance gate shall not obstruct more than 50% of the clear width of the entrance drive. The tent shall be anchored properly, but maintain portability to be moved if necessary. **IFC 2404.16.2.2**
9. Field verification is required of the certification that the tent meets the requirements for flame resistance in accordance with NFPA 701. (Certificate must match)
10. The tent is subject to the approval of the City of South Lyon as necessary.

If you have any questions about this plan review report, please feel free to contact me at (248)437-2616.

Respectfully,

Al Matthews
Fire Inspector