

# **Regular City Council Meeting**

**July 26, 2021**

## **Agenda**

**7:30 p.m.**      **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Approval of Minutes: July 12, 2021**  
**Approval of Bills**  
**Approval of Agenda**  
**Consent Agenda**  
                  **1. Authorization for Mayor to sign CLEMIS agreement**

**Public Comment**

**Discussion- Downtown**

**Fire Chief Report**  
**Police Chief Report**

### **I. Unfinished Business**

- 1. Purchase of 2021 Spartan/Smeal 100' MM Platform aerial truck**
- 2. Road Improvement Plan Discussion - Bonding**

### **II. New Business**

- 1. Purchase of 3 sets of firefighting turnout gear**
- 2. Bond Counsel engagement**

### **III. Budget**

### **IV. Public Comment**

### **V. Manager's Report**

### **VI. Council Comments**

### **VII. Adjournment**

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

City of South Lyon  
Regular City Council Meeting  
July 12, 2021

Mayor Pelchat called the meeting to order at 7:30 p.m.

Mayor Pelchat led those present in the Pledge of Allegiance

Roll Call: Councilmembers: Dilg joined the meeting from South Lyon MI, Kurtzweil joined the meeting from South Lyon MI, and Kennedy joined the meeting from South Lyon MI, Richards joined the meeting from South Lyon MI, Walton joined the meeting from South Lyon MI, and Kivell joined the meeting from South Lyon MI

Also, present: City Manager Zelenak, Attorney Hamameh, Chief Savik, Chief Vogel, Finance and Benefit Administrator Tiernan, DDA Director Mack, Superintendent Varney and Clerk/Treasurer Deaton

MINUTES

Councilmember Kivell stated on page 7 the word ration should be changed to ratio. Councilmember Richards stated on page 7, it should say it will save hundreds of thousands of dollars.

CM 7-1-21 MOTION TO APPROVE THE MINUTES

Motion by Kennedy, supported by Kivell

Motion to approve the minutes as amended

VOTE:

MOTION CARRIED UNANIMOUSLY

BILLS

Councilmember Richards asked if we know how much in unused funds will be rolled over. Finance and Benefit Administrator stated she doesn't know yet because the books aren't closed yet.

CM 7-2-21 MOTION TO APPROVE THE BILLS

Motion by Kennedy, supported by Dilg

Motion to approve the bills as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

AGENDA

CM 7-3-21 MOTION TO APPROVE AGENDA

Motion by Dilg, supported by Kennedy

Motion to approve the agenda as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT - None

DISCUSSION- Downtown

Nate Mack the Downtown Development Director stated the Farmers Market was at full capacity for vendors this past weekend. He then stated there will be music at the next Farmers Market and an art vendor as well. The DDA Board discussed the mural ordinance and approved the guidelines that were provided to them. He then stated they proposed some ideas for 390 S Lafayette. He then stated there was a suggestion for a simple park design with trees and picnic tables and maybe some twinkle lighting, and bike racks. He then stated Curvins Creamery is hopefully opening in a couple of weeks and the winery that is going in should be open sometime in August. The question was asked who will make the final approval for the murals. Mr. Mack stated the only discussion the DDA has had about that is it can't be advertising for a business. He then stated the art must be high quality.

### FIRE CHIEF REPORT

Chief Vogel stated they have been very busy with handing out the smoke detectors and carbon monoxide detectors. He further stated they are only using the ladder truck for emergency purposes; we are going to have someone come and look at it. The ladder goes up, but it won't come back down. We now have the contract for the new ladder truck and he will have all the information for Council at the next meeting. He then stated someone complained about a fire hazard for 110 Detroit Street and it is a concern, but he doesn't have the authority to handle that, so he will pass it along to the Ordinance Officer.

### POLICE CHIEF REPORT

Chief Sovik stated it was a busy weekend, there was an all-star game at the high school, and we monitored the pride event in McHattie Park as well as the Farmers Market. He stated we attended all the events and everything went well. He then stated the PD came in under budget by about 6.1%. He then stated we monitored everyone's overtime.

### UNFINISHED BUSINESS

#### 1. Road Improvement Plan

City Manager Zelenak stated this will be the 6<sup>th</sup> discussion regarding the long-term repair of our roads. He stated our bond counsel will attend a meeting in the future to discuss the different options for bonds. Mike Darga of HRC stated we have 3 different types of repairs, a total replacement, major repair or minor rehab. He further stated doing some repairs earlier is better than later. He then discussed the Headlee Override and bonds. Mr. Darga explained the difference in cost between the Headlee Override and using bonds. He further explained if you use the bond funding, you could fix almost 38% of the roads. Mr. Alix of HRC stated if you use the Headlee Override, you would fix 34%. Mr. Darga explained the overview of the subdivision roads and the longer we wait, the worse shape the roads will get. Councilmember Kurtzweil asked if the gas prices continue to go up, will the gas tax go up as well. She further stated theoretically there will be more Act 51 money. Mr. Alix stated eventually most cars will be electric so they won't be paying gas tax. It is difficult to forecast. Councilmember Kurtzweil stated that is a long-term issue. In the next 3-5 years while we are working on the roads, there should be at least a small increase in the Act 51 money. She then stated she spoke with some people from Brighton regarding how they worked on their road problems. She then stated they tried the Headlee Override and the first time it didn't pass, but it did the second time. It passed with a lower millage rate. She then said the voters in Howell turned it down. She then stated you are still required to meet the formula and if you think your getting the 2.5 mills, you may still not get that because of the Headlee roll back. She then stated we need to get the PASER report on our website so people can see and understand the condition our roads are in. She then stated if the city goes the bond route, there is a pretty steady stream of money that the city can start working with. She stated another advantage is that inflation will be here for a while, so we should beat any additional rise in rates by moving quickly. She then asked what fees do HRC charge, is there a formula or a percentage. Mr. Darga stated it is just like we do any other projects with the city. The preliminary stage, they would scope out the project, and then provide the city with a proposal for each job as it comes up, there isn't a flat fee. Further discussion was held regarding their rates. Councilmember Kivell stated this would accommodate about a third of the work we need to do, after 10 years, will we reassess what the PASER study said we should do. He further stated we are hoping to be able to start over to get through the entire study. City Manager Zelenak stated Council will decide what direction we go, part of it is the view by the residence of the community and if we did what we said we would do. We could potentially add funds and look at major streets such as Pontiac Trail, and if we want to help with that. He further stated if you look at the Headlee override, and if we decide to go with that method, it can go up to 7 mills. Brighton went for 4 mills for 10 years, then brought it back at 2.5 mills and that was passed. If you look at the 2 mills for the first few years, it is a way to show the

public we are working on the roads with Act 51 funds, and after the water and sewer fall off, Council could vote on those 3 mills to be added and the residents wouldn't see a large increase. Councilmember Kennedy stated this isn't a straight-line effort, if we go the bond route, we would have 38% of roads taken care of, and then if we renewed it for 10 years, and if we don't get another 38% taken care of, the first 38% we fixed will already begin deteriorating, and the life expectancy is 10 years, but we'll be trying to do preventative maintenance. Is there a prediction on what the next 10 years could show? Mr. Darga stated he only went through the first 10 years. The sooner you take care of the roads will help to prolong their life. You can use some funds for crack sealing and things like that. City Manager Zelenak stated some of those numbers will come out when we meet with our financial advisor and bond counsel. This 10-year scenario is still a guestimate. We don't know what the different funding scenarios could be. The city hasn't had a road plan in 10 years and this is the first step and if we don't begin to do something, the repairs will continually get more expensive as the years go on. Councilmember Kivell asked how we get a reflection of what the public's tolerance would be. City Manager Zelenak stated we may need to get a group to talk about some of those things, and we need to get the information out there for the public to see what the costs will be. Further discussion was held regarding educating the public on what is needed. Councilmember Kurtzweil stated we are now 6 months away from Christmas, the earliest shovel to the ground would be spring 2024. City Manager Zelenak stated it would have to go to the voters in 2022, but we can start construction in 2023. We can start the design work; it won't be wasted dollars. We can also do major rehabilitation work in subdivisions immediately if the vote passes. His opinion is if we add it to the August ballot, we can get some work done in the 2023 year. Discussion was held regarding adding the information to our website as well as the Police and Fire Departments website to begin showing the residents the PASER study as well as our options for funding. Council also discussed everyone agreeing on some talking points so that everyone is on the same page. Council agrees that we should try to have the ballot question on the August ballot on 2022.

## 2. Charter amendments

City Manager Zelenak stated Council previously discussed the potential to make charter amendments to address issues pertaining to quorum, notices of special meetings, nomination and potential conflicts of interest between state law and charter. The amendments that Council agreed on were sent to the Governor's office for approval. Council now needs to decide which ballot the amendments will be added to November 2021, August 2022 or November 2022.

### CM 7-4-21 MOTION TO APPROVE CHARTER AMENDMENTS

Motion by Kennedy, supported by Walton

Motion to approve the Charter Amendments to be placed on the November 2021 ballot

ROLL CALL VOTE

Kurtzweil- Yes

Dilg- Yes

Walton – Yes

Kivell- Yes

Kennedy- Yes

Richards- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

## NEW BUSINESS

### 1. Pumpkinfest event and road closures

Chief Sovik stated Pumpkinfest is coming back to South Lyon, and it will be September 24<sup>th</sup> to the 26<sup>th</sup>. It will be a scaled down version, no beer tent, parade, hay pyramid and no Pumpkinfest run. The road closures will be Lafayette between Liberty and Whipple, and Lake Street between Wells and Washington. He stated this will make the city proud and we all hope it will be back to its original version next year.

7-12-2021

He then stated the Farmers Market will remain at the same lot on that Saturday. Kathy Swan of the Pumpkinfest Committee stated there is miscommunication regarding why some events aren't happening and in May when we decided to move forward with the event, we had to make decisions based on COVID and many key board members aren't available and there is a lack of volunteers, but we had to make some hard decisions, this is still a community festival and that is no reflection on the vendors. We will have music on the street, the air dogs will be there and we have all the big components that the families will come to see. This was a hard decision and it takes many months to plan a festival. She stated she is concerned about losing the Farmers Market parking lot, and when the kids are use to seeing the climbing wall and the swings and she is concerned. She then stated the Fire Department has put on different restrictions on generators that we count on and that is concerning. She appreciates the support of the city and the Fire and Police Chief.

CM 7-5-21 MOTION TO APPROVE PERMIT FOR PUMPKINFEST AND ROAD CLOSURES

Motion by Kurtzweil, supported by Walton

Motion to approve permit for Pumpkinfest and road closures

ROLL CALL VOTE:

Dilg- Yes

Walton- Yes

Kivell- Yes

Kennedy- Yes

Kurtzweil- Yes

Richards- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

2. Purchase of five (5) Motorola portable radios, accessories and program fees

Chief Vogel stated this radio project has been in the works since he has been here. He stated Oakland County has approved 40-60 million dollars in radios to Police and Fire Departments for the public safety and they have an aging system. They opened up for bid and Motorola won the bid, and Police Departments got all the portables and the Fire Departments didn't. He stated they requested 17, but we are only receiving 12. We were able to get a grant for all the accessories, but we still need to buy 5 radios. He further stated, we don't have a choice to shop price, if we want more radios, we have to buy through the county. The advantage is we don't have to worry about parts, batteries, they are guaranteed for the life of the radios. Councilmember Kivell asked what the expected lifespan is. Chief Vogel stated they are promising a 20-year battery life. He stated other communities use Motorola and he is happy we are switching, currently he can't speak to Livingston or Washtenaw County, with the new radios we can communicate with everyone around us.

CM 7-6-21 MOTION TO APPROVE PURCHASE

Motion by Kivell, supported by Kennedy

Motion to approve the purchase of five (5) Motorola radios, accessories, and programming fees for \$33,628.00 for 101-335-977 Equipment Purchases from Motorola

ROLL CALL VOTE:

Walton- Yes

Dilg- Yes

Kurtzweil- Yes

Kivell- Yes

Kennedy- Yes

Richards- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

### 3. Purchase of 2021 Ford F150

Chief Vogel stated when he arrived here a few years ago, everyone said we need a pick-up truck, for things such as training, moving things for Pumpkinfest fire scene transportation and equipment. He said he is very happy with the cost he was able to get quoted, we have a good salesman we are working with.

#### CM 7-7-21 APPROVAL OF PURCHASE

Motion by Kurtzweil, supported by Dilg

Motion to approve a 2021 Ford F150 from Signature Ford for \$28,833.00 from 101-335-978

ROLL CALL VOTE:

Dilg- Yes

Walton- Yes

Kivell- Yes

Kennedy- Yes

Kurtzweil- Yes

Richards- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

BUDGET- No conversation was held

#### PUBLIC COMMENT

Ryan Lare of 716 Grand Court thanked Chief Vogel for his work on getting the radios, and he then thanked Kathy Swann for all her work on Pumpkinfest. He then stated he had several residents mention the beer tent and the pyramid, and as he explained to them, they weren't easy decisions for her to make and we need to be thankful for what we will have now that we are moving in the right direction. He encourages everyone to attend Pumpkinfest and have a great time. He stated he agrees with Mayor Pelchat about the roads. He then stated the South Lyon Police and Fire Department joined his webpage. He stated he does a weekly address and he will be happy to share the information on the roads. We have a great team and he hopes Council stays as they are during the Election.

#### MANAGER'S REPORT

City Manager Zelenak stated at a future meeting we will be bringing before Council the purchase of new broadcasting equipment in the council chambers. Also, at another meeting we will be bringing the approval of CIB Planning and Marc Russell to prepare the updated parks and recreation master plan. We will be having movie nights in the park and we are working with SLARA to discuss having some kind of concessions during the concerts in the park as well as the movies in the park. He then stated we will be publicizing the RFO on our website as well as social media for 318 W Lake Street and they will be ready by August 1<sup>st</sup>. City Manager Zelenak stated as long as the artists and building owners follow the mural ordinance, the city will not be approving the art. If they get a grant through the DDA, or the Cultural Arts Commission, they will also follow the guidelines. There won't be one person deciding what murals go up. Councilmember Walton asked who is in charge of the monument committee. City Manager Zelenak stated we have a Veteran's Committee which is a group of people that have been involved. Councilmember Walton stated we want the First Responders Bell updated and she thought that was discussed before. Chief Sovik stated he is meeting with them this Thursday at 10:00.

#### COUNCIL COMMENTS

Councilmember Richards stated the historical depot had 14 visitors the other day and some were children. He then stated the historical society meeting is this Wednesday and that will be a permanent change to 10:30 a.m. this is a major change in time. He said the first concert in the park will be the 16<sup>th</sup> of July and the gazebo is ready. He then said they need volunteers for Depot Day and the theme will be honoring first responders. He then said tube mill business lookout has stabilized and their fiscal year ends in October, and they are looking to hire 35 more individuals. Other labor details have been worked out. The shorter than normal shut down they had was a success. Instead of 2 weeks it was 6 days. The most important items were completed. There will be work being done by the bike path down to Dixboro. He then stated they will remove brush and identify trees. This is not the drain clean up, this is along the bike path. He then stated the DPW scored a victory, he was paying attention to the bike path from Lake Street to the Knolls, there were potential hazards that he spoke with administration and they got it. They eliminated the hazard and did a better job than he could have done himself. It is much safer.

Councilmember Kennedy reminded everyone that the Concerts at the Historical Village will resume on Friday, July 16<sup>th</sup> from 7:00pm until 8:30pm. This Friday will feature Gemini, a group that has performed for many years at that event in South Lyon. In addition, on Friday, July 23<sup>rd</sup> the concert will feature Bill Bynum & Co., another long-time performer for the South Lyon Concert series. So, make plans to attend the concerts on the upcoming Friday nights at 7:00pm and have a great time.

Councilmember Walton stated the free summer lunch program served on Tuesdays and Thursdays is back from noon to 1:00 and it resumed June 22<sup>nd</sup>. It is put on by the First United Methodist Church and we have Inkwell Tattoo will be opening on July 20<sup>th</sup>. She then applauded Brownie Troup 769894; the girls worked hard to put together baskets for Active Faith to give out to the local residents. Dayna Johnston did some face painting at that event, then gave her donations to Active Faith.

Councilmember Dilg stated she has been on vacation, but she thanked the South Lyon Proud Campaign for putting on a safe and great event at McHattie Park over the weekend and it went very well. She then thanked the Police for monitoring the event and it all went off very well. She then gave Councilmember Kennedy a shout out for his 50<sup>th</sup> wedding anniversary.

Councilmember Kivell stated he went to the tavern and had a normal night and it was nice seeing the neighbors out and it is nice to see we are getting back to some normalcy. He hopes we can get more people coming downtown and not to be afraid to get out in downtown. Obviously if you're not vaccinated, you may want to wear a mask, but everyone should use their common sense.

Councilmember Kurtzweil thanked everyone that supported the Operation Injured Soldier event in Lyon Township, which is a yearly event and thanks to everyone that fought for our freedom and that maybe came back with some debilitating injuries. She then said she printed off 250 flyers for the big Cruise-In event on July 31<sup>st</sup> and she found an art fair in Plymouth and it was packed and she left some there as well as the Wyandotte Street fair which was packed. She said there were people everywhere and she ran into people from all over the state of Michigan. She then thanked everyone for supporting the arts. She then thanked the South Lyon Hotel for the new employees and she thanked them for entering the job market in our city. She then stated she met with some people at Peter's True Value and they have some new employees as well. She asked everyone to stop using Amazon and use local small businesses.

Mayor Pelchat reminded everyone of the American Legion Golf Outing on July 24<sup>th</sup> and the deadline has passed, but if you reach out to him or to the American Legion, they will help you get involved. Proceeds are used to support members of the families. Mayor Pelchat stated he had a lot of families ask about the South Lyon Veterans Memorial rock foundation, and they will start that up again. If anyone interested,

you can contact the South Lyon VFW. He then stated everyone should get out and enjoy the weather and enjoy the farmers market as well as the upcoming events in our town.

CLOSED SESSION- closed session under MCL15.268© of the OMA for strategy and negotiation discussion connected with the negotiations of a collective bargaining agreement.

CM 7-8-21 MOTION TO ENTER INTO CLOSED SESSION

Motion by Kurtzweil, supported by Kennedy

Motion to enter into closed session under MCL15.268© of the OMA for strategy and negotiation discussion connected with the negotiations of a collective bargaining agreement at 9:28 p.m.

ROLL CALL VOTE:

Kurtzweil- Yes

Dilg- Yes

Walton- Yes

Kivell- Yes

Kennedy- Yes

Richards- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

\*Council reconvened the regular Council meeting at 9:55 p.m.\*

ADJOURNMENT

CM 7-9-21 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Walton

Motion to adjourn at 9:55 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully Submitted,

\_\_\_\_\_  
Dan Pelchat, Mayor

\_\_\_\_\_  
Lisa Deaton, Clerk/Treasurer



# AGENDA NOTE

Consent Agenda: Item # 1

**MEETING DATE:** July 26, 2021

**PERSON PLACING ITEM ON AGENDA:** Police Chief

**AGENDA TOPIC:** Authorize Mayor Daniel L. Pelchat as City of South Lyon's designee to sign the IT/Clemis Service Agreement between Oakland County and City of South Lyon.

**EXPLANATION OF TOPIC:** The agreement between Oakland County and City of South Lyon has to be renewed annually. The purpose of the agreement allows Oakland County to provide Information Technology Service (I.T. Services) to the City of South Lyon pursuant to Michigan Law. The agreement requires Mayor Daniel L. Pelchat (City's designee) to sign the agreement. Additionally, the agreement requires public acknowledgment confirming Mayor Daniel L. Pelchat is approved as the City's designee to sign the agreement.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Agreement for I.T. Services between Oakland County and City of South Lyon.

**POSSIBLE COURSES OF ACTION:** Approve/ not approve Mayor Daniel L. Pelchat as the authorizing agent of the City to sign the IT Services agreement.

**SUGGESTED MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_  
To approve Mayor Daniel L. Pelchat as the authorizing agent of the City to sign the IT Services agreement.

**AGREEMENT FOR I.T. SERVICES BETWEEN  
OAKLAND COUNTY AND  
CITY OF SOUTH LYON**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and City of South Lyon ("Public Body") 335 S Warren, South Lyon, MI 48178 . County and Public Body may also be referred to jointly as "Parties".

**PURPOSE OF AGREEMENT.** County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
  - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of South Lyon which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
  - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
  - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
  - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
  - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
  - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
  - 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
  - Exhibit I: Online Payments
  - Exhibit II: Over The Counter Payments
  - Exhibit III: Pay Local Taxes
  - Exhibit IV: Jury Management System
  - Exhibit V: Collaborative Asset Management System (CAMS)
  - Exhibit VI: Remedial Support Services
  - Exhibit VII: Data Center Use and Services
  - ☒ Exhibit VIII: Oaknet Connectivity
  - Exhibit IX: Internet Service
  - ☒ Exhibit X: CLEMIS
  - Exhibit XI: ArcGIS Online

Exhibit XII: Data Sharing

Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

## 2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
  - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
  - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
    - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
    - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
  - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
  - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

- 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.
3. **PUBLIC BODY RESPONSIBILITIES.**
- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.
- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
  - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
  - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
  - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
  - 3.7.1. Direct coordination and interaction with County staff.
  - 3.7.2. Communication with general public supported by Public Body.
  - 3.7.3. Following County's procedures to report an application incident.
  - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
  - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
  - 3.7.6. Requesting security changes and technical support from the Service Center.
  - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
  - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
    - 3.7.8.1. Contact Name
    - 3.7.8.2. Telephone Number
    - 3.7.8.3. Email Address
    - 3.7.8.4. Public Body Name
    - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
  - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

#### 4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

#### 5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.



Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
  - 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
  - 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
6. **ASSURANCES.**
- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
  - 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
  - 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
  - 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
  - 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
  - 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

## **7. USE OF CONFIDENTIAL INFORMATION**

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

## **8. DISCLAIMER OR WARRANTIES.**

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

**11. TERMINATION OR CANCELLATION OF AGREEMENT.**

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

**12. SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

**13. DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

**14. NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

**15. NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

**16. NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

**17. SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

**18. PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Mayor Daniel. L. Pelchat, City of South Lyon, 335 S Warren, South Lyon, MI 48178.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Mayor Daniel L. Pelchat hereby acknowledges that he/she has been authorized by a resolution of the City of South Lyon, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_

Daniel L. Pelchat  
Mayor

DATE: 7/2/2021

WITNESSED: \_\_\_\_\_

*Chris Christopher J. Sk*

DATE: 7/2/2021

AGREEMENT

ADMINISTRATOR: \_\_\_\_\_  
(IF APPLICABLE)

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_

David T. Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

Oakland County Board of Commissioners  
County of Oakland

DATE: \_\_\_\_\_

**EXHIBIT VIII  
I.T. SERVICES AGREEMENT  
OAKNET CONNECTIVITY**

**INTRODUCTION**

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

**1.0 COUNTY RESPONSIBILITIES**

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

**2.0 PUBLIC BODY RESPONSIBILITIES**

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

**EXHIBIT VIII**  
**I.T. SERVICES AGREEMENT**  
**OAKNET CONNECTIVITY**

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

**3.0 SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

**4.0 SERVICE AND SUPPORT COSTS**

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

**5.0 LICENSE USE AND ACCESS**

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

**INTRODUCTION.**

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
  - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
  - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
  - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
  - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
  - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
  - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
  - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

I.T. SERVICES AGREEMENT-EXHIBIT X  
Approved by CLEMIS Strategic Planning Committee 03/11/21  
Approved by CLEMIS Advisory Committee – 4/15/21



**EXHIBIT X**  
**I.T. SERVICES AGREEMENT**  
**CLEMIS**

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at [www.oakgov.com/clemis](http://www.oakgov.com/clemis) or [www.clemis.org](http://www.clemis.org).
  - 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
  - 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
  - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
  - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
3. **PUBLIC BODY RESPONSIBILITIES.**
- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
  - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
  - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act ("FOIA") requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body's data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body's data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County's response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body's data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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- 4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.
5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**
- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter "CLEMIS Fund and FRMS Fund").
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County's fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application") and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
  - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
  - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
  - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
  - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
  - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
  - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.
7. **CLEMIS ADVISORY COMMITTEE.**
- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

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**10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

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## ADDENDUM A

### I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

- ☒ **Tier 1**
- ☒ 16 or more FTE's     
 ☐ 6 – 15 FTE's     
 ☐ 1 – 5 FTE's
- ☐ **Tier 2**
- ☐ 16 or more FTE's     
 ☐ 6 – 15 FTE's     
 ☐ 1 – 5 FTE's
- ☐ **Tier 2.5**
- ☐ 16 or more FTE's     
 ☐ 6 – 15 FTE's     
 ☐ 1 – 5 FTE's
- ☐ **Tier 3**
- ☐ 16 or more FTE's     
 ☐ 6 – 15 FTE's     
 ☐ 1 – 5 FTE's
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- ☐ **Tier 6 (eCLEMIS)**
- ☐ 19 or more FTE's     
 ☐ 6 – 18 FTE's     
 ☐ 1 – 5 FTE's
- ☐ **Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- ☐ **Tier 8 Jail Management (outside Oakland County)**
- ☐ **Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)
- ☐ **District Court in Oakland County** (excluding 52nd District Courts)
- ☐ **Pays CLEMIS Fee:** receives ticket data load and CLEMIS Citation Payment Application is optional.
- ☐ **Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- ☐ **District Court outside Oakland County**
- ☐ **Pays CLEMIS Fee:** receives ticket data load and CLEMIS Citation Payment Application is optional.
- ☐ **Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- ☐ **Circuit Court** (outside Oakland County - does not contribute any data)
- ☐ **Prosecutor Office** (outside Oakland County, does not contribute any data)
- ☐ **FRMS Participant** (Fire Records Management System)

## II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.



### Mobile Data Computers ("MDC")



WITH County provided wireless



WITHOUT County provided wireless



CAD Only WITHOUT County provided wireless



### Livescan



WITH printer



WITHOUT printer



### Mugshot



Capture Station and Investigative



Investigative Only



### Jail Management



CLEMIS Member located in Oakland County



CLEMIS Member located outside Oakland County



OakVideo (CLEMIS Member located outside Oakland County)



### Crime Mapping Application

Vendor name: Central Square

Address: 5160 Carroll Canyon Road, Suite 100, San Diego, CA 92121

Contact: Brenda Taylor, Account Manager

Phone: (563) 387-4833

Email: brenda.taylor@centralsquare.com



### Pawn Application



### Fire Records Management System In Oakland County



Phase I



Phase II



### Fire Records Management System Outside Oakland County



### Police, Fire and/or Public Safety Department Data Extract



In Oakland County



Outside Oakland County

Vendor name: Fire Modules LLC

Address: PO Box 1681, Clarkston, MI 48347

Contact: Brian Collins

Phone: \_\_\_\_\_

Email: bcollins@clearresolutions.com

☐ In Oakland County

☐ Outside Oakland County

Vendor name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_



**CRASH Report Payment Amount:** \$ 5.00



**Enhanced Access Fee Disbursement Instructions**



Disbursement when Requested



Disbursement Quarterly

Make Check Payable to:

City of South Lyon



**OPT-OUT of Exhibit V (OakNet Connectivity)** OakNet connectivity is not needed

COUNTY: \_\_\_\_\_

CLEMIS Division Manager

Date

PUBLIC BODY: \_\_\_\_\_

CITY OF SOUTH LYON

Title/Name: \_\_\_\_\_

MAYOR DANIEL L. PELCHAT

Signature: \_\_\_\_\_

*[Handwritten Signature]*

7/2/2021

Date

(to be completed by Public Body)

# AGENDA NOTE

Unfinished Business: Item # 1

**MEETING DATE:** July 26, 2021

**PERSON PLACING ITEM ON AGENDA:** Fire Chief Robert Vogel

**AGENDA TOPIC:** Purchase a 2021 Spartan/Smeal 100' MM Platform aerial truck.

**EXPLANATION OF TOPIC:** The City of South Lyon Fire Department utilizes an aerial ladder truck during structural firefighting emergencies, confined space rescue and/or standbys for the wastewater and DPW, as well as specialized rescue and emergency response incidents such as ice rescue. Having a properly equipped and functioning aerial apparatus is also an integral component to maintaining the city's Insurance Services Office (ISO) rating of a 3. This maintains a reduced cost to city resident's homeowner's insurance based on the fire department's ability to respond to and extinguish fires. The current aerial apparatus has experienced significant downtime due to mechanical repairs and failures which has severely limited its availability to respond to emergencies. Additionally, there are outstanding repairs that have been put on hold in an effort to save taxpayer funds with the hopes of apparatus replacement. Of those the major repair is the on-board generator estimated at \$7,500.00.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** 2021 Spartan/Smeal 100' MM Platform aerial truck diagram, REV Financial Services LLC Master Equipment Lease Purchase Agreement, Resolution Authorizing Master Lease Purchase Agreement.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the purchase of a 2021 Spartan / Smeal 100' MM Platform aerial truck from CSI Emergency Apparatus, LLC for \$1,500,000 with a down payment of \$250,000 paid upon signing of the contract. Financing for \$1,250,000 through a 5-year Equipment Lease Purchase Agreement with REV Financial Services.

## **SUGGESTED MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve a purchase of a 2021 Spartan/Smeal 100' Platform aerial truck for \$1,500,000 (including a down payment of \$250,000) from CSI Emergency Apparatus, LLC from account 101-335-978.

Please see attached Resolution for next motion.

						Drawing Data								
Data Collection Form						CG	Center of Gravity	C <sub>g</sub>	130.7					
Smeal Holding, LLC						R <sub>A</sub>	Rear Axle	WB	244.0					
Bid Weight Estimator Data						F <sub>A</sub>	Front Axle	B <sub>g</sub>	255.5					
						LC	Load Center	D <sub>g</sub>	127.0					
						WB	Wheel Base	CA	190.0					
								B <sub>E</sub>	6.4					
Option #	Size	Qty	ITEM DESCRIPTION	WEIGHT (lbs.)	CG Left/Right (inches)	ZONE	R <sub>A</sub>	F <sub>A</sub>	LEFT REAR	RIGHT REAR	LEFT FRONT	RIGHT FRONT	Vertical CG (inches) From Ground	
<b>Personnel</b>														
	300	2	Front Firefighters	600		B	-94.3	694.3	-47.2	-47.2	347.2	347.2	61.4	
	300	4	Rear Firefighters	1200		C	132.8	1067.2	66.4	66.4	533.6	533.6	61.4	
<b>Hose</b>														
	1.75	200	Preconnect	100		E	91.6	8.4	45.8	45.8	4.2	4.2	67.0	
	1.75	200	Preconnect	100		E	91.6	8.4	45.8	45.8	4.2	4.2	67.0	
<b>Ladder</b>														
	10'	1	FL-10	14	-5.3	G	22.6	-8.6	13.0	9.6	-4.8	-3.8	59.1	
	14'	1	AEL-14	51	-12.8	G	82.3	-31.3	55.8	26.5	-20.4	-10.9	48.7	
	16'	1	DRL-16	58	-8.2	G	93.6	-35.6	57.5	36.2	-21.3	-14.4	51.7	
	20'	1	DRL-20	70	6.6	F	88.6	-18.6	36.2	52.4	-7.8	-10.7	43.3	
	28'	1	PEL-28	114	8.4	F	144.3	-30.3	59.3	84.9	-12.8	-17.4	56.3	
	35'	1	PEL-35	139	6.4	F	175.9	-36.9	72.3	103.6	-15.7	-21.2	48.3	
	4'	2	Pike Poles	6	-5.3	G	9.7	-3.7	5.6	4.1	-2.1	-1.6	58.9	
	6'	2	Pike Poles	8	-5.3	G	12.9	-4.9	7.4	5.5	-2.8	-2.2	51.7	
	8'	2	Pike Poles	10	-5.3	G	16.1	-6.1	9.3	6.9	-3.5	-2.7	45.2	
	12'	2	Pike Poles	14	7.5	G	22.6	-8.6	8.9	13.7	-3.5	-5.1	61.0	
<b>Mounted Equipment</b>														
			Ladder Sign	80		E	73.3	6.7	36.7	36.7	3.3	3.3	108.1	
			Breathing Air (6,000 psi)	200	29.7	E	183.3	16.7	16.0	167.2	2.5	14.2	88.9	
			Outrigger Pads & Brackets	112		F	141.7	-29.7	70.9	70.9	-14.9	-14.9	38.6	
		2	Wheel Well Compartment	20		F	25.3	-5.3	12.7	12.7	-2.7	-2.7	51.2	
		6	Wheel Well Compartment	60		E	55.0	5.0	27.5	27.5	2.5	2.5	51.2	
			T-Brite Crosslay Cover	25		E	22.9	2.1	11.5	11.5	1.0	1.0	72.9	
			Stokes / Storage box	110	-30.1	F	139.2	-29.2	127.8	11.4	-24.9	-4.3	106.7	
			EMS Compartment	150		C	16.6	133.4	8.3	8.3	66.7	66.7	73.2	
			Pull Out Platform	100	-38.0	D	48.2	51.8	48.2	0.0	47.9	4.0	18.3	
			Wheel Chocks	100		D	48.2	51.8	24.1	24.1	25.9	25.9	16.3	
<b>Equipment Allowances</b>														
			NFPA Equipment allowance	141	40.0	D	68.1	73.3	-3.8	71.9	2.2	71.2	38.0	
			NFPA Equipment allowance	269	0.0	E	246.5	22.5	123.2	123.2	11.3	11.3	65.6	
			NFPA Equipment allowance	603	0.0	F	762.5	-159.9	381.3	381.3	-80.0	-80.0	55.0	
			NFPA Equipment allowance	1187	5.7	G	1916.1	-729.2	805.1	1111.0	-315.3	-413.9	46.5	
<b>Misc.</b>														
				5640.9			4637.2	1003.7						

SOUTH LYON FIRE DEPT

100 FT

86.5

125.7

190.0

244.0

295.5

127.0

130.7

# South Lyon Fire Department

Estimated in service weights

Bid 0021475-02

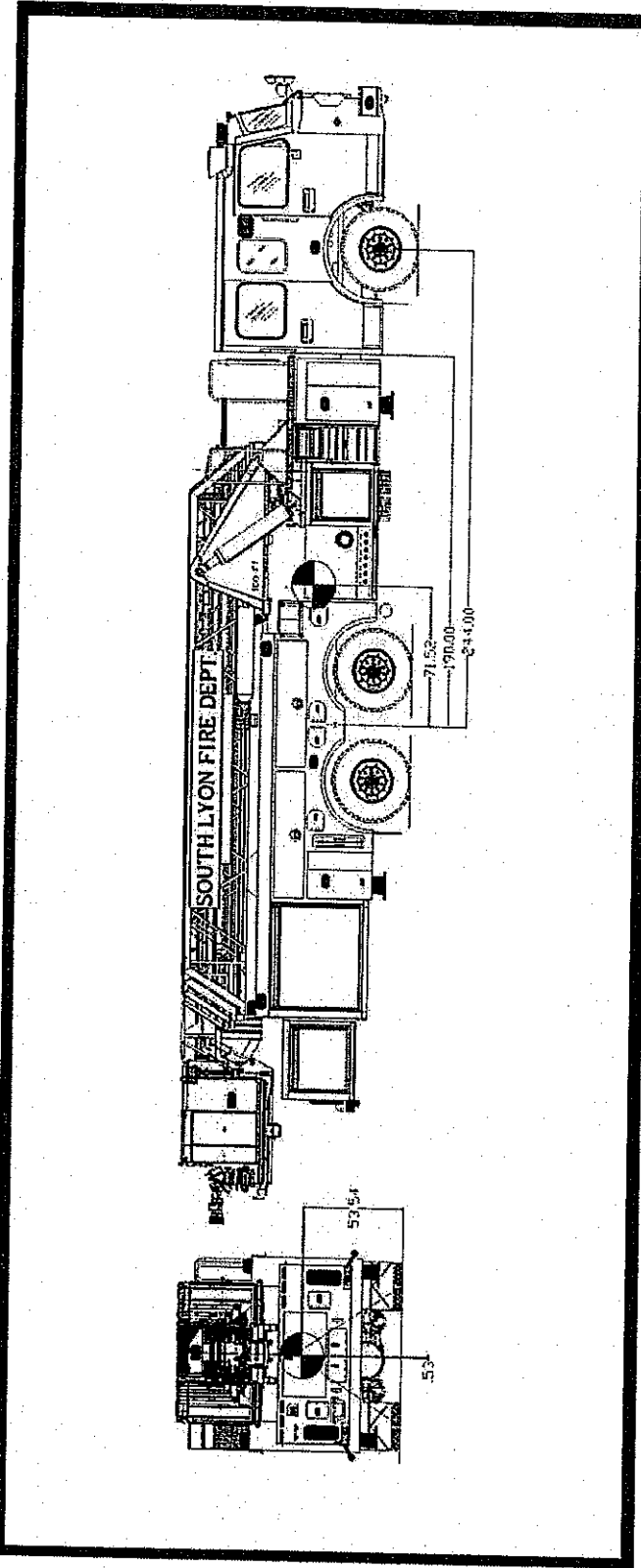
Date 6/16/2021

## Weights

Left Front	11,925 lbs.	Right Front	11,517 lbs.	Total Weight Front	23,442 lbs.	L / R Weight Difference	1.74 %
Left Rear	28,513 lbs.	Right Rear	27,919 lbs.	Total Weight Rear	56,532 lbs.	L / R Weight Difference	1.23 %
Left Side Weight	40,538 lbs.	Right Side Weight	39,436 lbs.	Total Apparatus Weight	79,974 lbs.	Total L / R Weight Difference	1.38 %

## Apparatus CG

CG From Rear Axle	71.52 inches	CG Left Side / Right Side	-0.53 inches	CG Vertical From Ground	53.64 inches
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[illegible]



**RESOLUTION AUTHORIZING  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT  
FOR AERIAL LADDER TRUCK**

**CITY OF SOUTH LYON**  
County of Oakland, State of Michigan

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Minutes of a regular meeting of the City Council of the City of South Lyon, County of Oakland, State of Michigan, held on the 26th day of July, 2021, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: \_\_\_\_\_

\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the City of South Lyon, County of Oakland, State of Michigan (the "City"), desires to acquire a Spartan Aerial Ladder Truck (the "Equipment"); and

WHEREAS, under the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City is authorized to enter into any contracts or agreements for the lease or purchase of the Equipment to be paid for in installments over a period of not to exceed the useful life of the Equipment acquired as determined by resolution of the City; and

WHEREAS, an Master Equipment Lease Purchase Agreement (the "Agreement") by and among the City and REV Financial Services LLC (the "Lessor") for the leasing of the Equipment has been prepared; and

WHEREAS, the City shall acquire the Equipment for the sum of \$1,500,000 (the "Purchase Price"), shall pay a down payment of \$250,000 and finance the remaining amount of the Purchase Price in the amount of \$1,250,000 (the "Financed Price") through execution of the Agreement; and

WHEREAS, the outstanding balance of all purchases by the City under Act 99, exclusive of interest, shall not exceed one and one quarter percent (1-1/4%) of the taxable value of the real and personal property in the City at the date of such contract or agreement; and

WHEREAS, the lease and purchase of the Equipment pursuant to the Agreement will not result in the outstanding balance of all such purchases in excess of the limitation contained within Act 99 as set forth above; and

WHEREAS, it is necessary to approve the Agreement and authorize the Mayor and Clerk to execute the Agreement and authorize various City officials to execute certain other documentation.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Agreement. The Agreement is hereby approved substantially in the form attached hereto at Exhibit A. The City shall incur the obligations described in the Agreement through execution of the Agreement which shall consist of the Financed Price of \$1,250,000 which shall be payable in five (5) annual installment payments of principal and interest, with interest thereon first payable approximately one year after the closing date and thereafter at a rate of 2.29% per annum; provided that the Mayor, Clerk and City Manager are hereby authorized to adjust the payment dates and final details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to make determinations regarding the principal and interest payment dates.
2. Execution and Delivery of Agreement. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement and Schedule 1 to the Agreement and deliver it to the Lessee.
3. Useful Life of Equipment. The useful life of the Equipment is hereby determined to be not less than five (5) years.
4. Authorization of Officers. The Mayor, City Clerk and City Manager are each hereby authorized and directed to execute such additional documentation as shall be necessary to effectuate the closing of the Agreement and the assignment thereof to the Lessor within the parameters set forth in this resolution.
5. Security Interest. The grant of a security interest by the City to the Lessor as a first and exclusive lien on the Equipment is hereby approved and the City agrees to execute any necessary documents to establish and maintain the security interest.
6. Appropriation. The City intends to request and appropriate funds in its budget for each year commencing with the current fiscal year, a sum which will be sufficient to pay the principal of and interest on the Agreement coming due before the next fiscal year, from now until the end of the term of the Agreement.
7. Tax Covenant. The City hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the obligations under the Agreement from general federal income taxation (as opposed to alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and

the expenditure and investment of proceeds of the Agreement and moneys deemed to be proceeds.

8. Qualified Tax-Exempt Obligations. The City hereby declares that its obligations under the Agreement shall be designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended.

9. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members \_\_\_\_\_

NAYS: Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Lisa Deaton  
City Clerk

#### CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, Michigan, at a regular meeting held on July 26, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Lisa Deaton  
City Clerk

**Exhibit A**

[Attach Agreement]

37907204.1/085158.00022



July 20, 2021

Patricia Tiernan, Finance and Benefit Administrator  
City of South Lyon  
335 S. Warren  
South Lyon, MI 48178

Re: Master Equipment Lease Purchase Agreement dated July 30, 2021 and Schedule of Property No. 1  
dated July 30, 2021

Attached please find the following documentation:

- Master Equipment Lease Purchase Agreement
- Exhibit A - Schedule of Property No. 1
- Exhibit A-1 – Rental Payment Schedule
- Exhibit B - Final and Partial Acceptance Certificate (hold for delivery)
- Bank-Qualified Designation Form
- Insurance Coverage Requirements – A certificate of insurance with necessary coverages must be received before closing
- Lease Payment Instructions
- IRS Form 8038-G/GC and Instructions
- Certificate of Signature Authority – To be signed by an authorized individual other than the person signing the Agreement documentation.
- Standard Legal Opinion of Counsel

Please complete the documentation and return to me at the address below. If you have any questions, please call me at 480-604-8599.

Sincerely,

*Julie McMahon*

Julie McMahon  
Account Manager

REV Financial Services LLC  
8377 E. Hartford Dr., Ste. 115  
Scottsdale, AZ 85255



## MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of July 30, 2021 ("Agreement") and entered into between REV Financial Services LLC, a Delaware corporation ("Lessor"), and City of South Lyon, a body corporate and politic existing under the laws of the State of Michigan ("Lessee").

1. **Agreement.** Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. **Term.** The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) 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; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("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; and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

5. **Lease of Equipment.** Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term

for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

**6. Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Lessee.

**7. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

**8. Conditions to Lessor's Performance.** This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning

the financial status of Lessee and other matters related to Lessee.

**9. Rental Payments.** Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

**10. RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

**11. Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

**12. Location; Inspection.** Except in the case of motor vehicles, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**13. Use; Maintenance.** 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 the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and

expense, maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

**14. Title.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

**15. Security Interest.** To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

**16. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

**17. Insurance.** At its own expense, Lessee shall during each Lease Term 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 as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee 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). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described

in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

**18. Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

**19. 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 shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

**20. DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL



OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

**21. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

**22. Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

**23. Assignment.** Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby

agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

**24. Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

**25. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and

expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

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

**27. Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

**28. Release and Indemnification.** To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation,

condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

**29. Miscellaneous Provisions.** Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

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 first above written.

(LESSOR)  
REV Financial Services LLC  
245 S. Executive Dr., Ste. 100  
Brookfield, WI 53005

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

(LESSEE)  
City of South Lyon  
335 South Warren  
South Lyon, MI 48178

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCHEDULE OF PROPERTY NO. 1

RE: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of July 30, 2021, ("Agreement"), between REV Financial Services LLC ("Lessor") and City of South Lyon ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in an amount sufficient to pay the costs to acquire and install the Equipment. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

<u>DESCRIPTION OF EQUIPMENT</u>			
<u>Quantity</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial No.</u>
ONE (1)	Spartan Aerial Ladder Truck, 2021		

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: July 30, 2021

Lessor: REV Financial Services LLC

Lessee: City of South Lyon

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A-1****RENTAL PAYMENT SCHEDULE**

RE: Schedule of Property No. 1 dated July 30, 2021 to Master Equipment Lease Purchase Agreement dated as of July 30, 2021 between REV Financial Services LLC, as Lessor, and City of South Lyon, as Lessee.

	Payment	Payment			Purchase	Outstanding
Pmt #	Date	Amount	Interest	Principal	Price	Balance
	7/30/2021					\$1,250,000.00
1	7/30/2022	\$267,434.19	\$28,625.00	\$238,809.19	\$1,031,414.63	\$1,011,190.81
2	7/30/2023	\$267,434.19	\$23,156.27	\$244,277.92	\$782,251.15	\$766,912.89
3	7/30/2024	\$267,434.19	\$17,562.31	\$249,871.89	\$527,381.82	\$517,041.00
4	7/30/2025	\$267,434.19	\$11,840.24	\$255,593.95	\$266,675.99	\$261,447.05
5	7/30/2026	\$267,434.19	\$5,987.14	\$261,447.05	\$0.00	\$0.00
Totals:		\$1,337,170.95	\$87,170.95	\$1,250,000.00	Rate 2.2900%	

COMMENCEMENT DATE: July 30, 2021

City of South Lyon

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

**PLEASE COMPLETE EITHER FINAL OR PARTIAL ACCEPTANCE, AS RELEVANT**

### **FINAL ACCEPTANCE CERTIFICATE**

Re: Schedule of Property No. 1 dated July 30, 2021 to Master Equipment Lease Purchase Agreement dated as of July 30, 2021 between REV Financial Services LLC, as Lessor, and City of South Lyon, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE  
City of South Lyon

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

**> OR <**

### **PAYMENT REQUEST and PARTIAL ACCEPTANCE CERTIFICATE**

REV Financial Services LLC is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in Exhibit A to the Master Equipment Lease Purchase Agreement referenced above.

Quantity

Serial Number/Description:

Amount:

Payee:

Payee's Federal ID Number: \_\_\_\_\_

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the equipment described above has been delivered, installed and accepted on the date hereof; (ii) Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes; (iii) Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement; (iv) no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: \_\_\_\_\_

LESSEE  
City of South Lyon

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**PLEASE RETURN PAYMENT REQUEST TO:**

REV Financial Services LLC  
8377 E. Hartford Drive, Suite 115  
Scottsdale, AZ 85255

PLEASE  
FORWARD  
TO ATTORNEY  
WITH OPINION

Attorney for City of South Lyon, as Lessee

Re: Exhibit C, Opinion of Counsel, to Schedule of Property No. 1, dated July 30, 2021 to Master Equipment Lease Purchase Agreement dated as of July 30, 2021 between REV Financial Services LLC, as Lessor, and City of South Lyon, as Lessee.

To Whom It May Concern:

Attached is our standard Opinion of Counsel. Please review the representations and qualifications, print the letter on your firm letterhead, and execute. Please return either directly to us at 8377 E. Hartford Drive, Scottsdale, AZ 85255 or to the Lessee for delivery to us. If you cannot sign this letter in its current form, please contact Mike Krahenbuhl at 480-419-4812 to discuss any changes prior to making them. Please keep any requested changes to a minimum. Our receipt of an opinion that does not meet our requirements will slow down the funding process. We will not be able to fund the transaction contemplated by the above documents without the representations contained in the attached opinion letter.

Thank you for your prompt attention to this matter. We look forward to completing this transaction.

Sincerely,

Investment Associate

Enclosures

**EXHIBIT C**  
(To be put on Attorney's Letterhead)

REV Financial Services LLC  
8377 E. Hartford Drive, Suite 115  
Scottsdale, AZ 85255

Re: Schedule of Property No. 1, dated July 30, 2021 to Master Equipment Lease Purchase Agreement dated as of July 30, 2021 between REV Financial Services LLC, as Lessor, and City of South Lyon, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of South Lyon, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement dated as of July 30, 2021 and Exhibits thereto by and between REV Financial Services LLC (the "Lessor") and City of South Lyon, (the "Agreement") and an executed counterpart of Schedule of Property No. 1 dated July 30, 2021 by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

In rendering this opinion, we have assumed without inquiry:

- (a) The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;
- (b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;
- (c) That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
- (d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
- (2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;
- (3) Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;

(4) The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under Michigan law; and (iii) general principles of equity.

(5) The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and

(6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

(a) The opinions expressed herein are limited to matters governed by the laws of the State of Michigan. No opinion is expressed regarding the laws of any other jurisdiction.

(b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Printed Name

Signature



### INSURANCE COVERAGE REQUIREMENTS

LENDER: REV Financial Services, LLC, and its successors, transferees and assigns

LESSEE: City of South Lyon

Please reference Control Number #103079 on the Certificate of Insurance

1. In accordance with Section 17 of the Master Agreement, we have instructed the insurance agent named below:  
(Please fill in Agent name, Address and telephone number).

_____	Telephone: ( ) _____
_____	Fax: ( ) _____
_____	Contact: ( ) _____

2. Lessee acknowledges that it is required to maintain insurance in accordance with the Agreement that, at a minimum, meets the below coverage requirements.

#### *Coverages Required*

<b><u>Property:</u></b>	Lessee is required to maintain a policy of All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming REV Financial Services, LLC and/or its successors, transferees and assigns as Loss Payee.  <b><u>Coverage Required:</u></b> Full Replacement Value of the Equipment <i>or</i> the Purchase Price listed on the signed payment schedule as of the commencement date.
<b><u>Auto Liability:</u></b>	Lessee is required to maintain a policy of Liability Insurance (General or Automobile, as applicable) evidenced by a Certificate of Insurance naming REV Financial Services, LLC and/or its successors, transferees and assigns as Additional Insured.  <b><u>Minimum Coverage Required:</u></b> \$2,000,000
<b><u>Workers' Compensation:</u></b>	To the extent such insurance is required by State law, Lessee is required to maintain a policy of insurance that meets the coverages required by the laws of the State. Lessee should notify Lessor if not required by law please advise and present documentation to support (i.e. Statute).

1. Lessee acknowledges that *Lessee may only self-insure* for the above requirements *if approved in writing by Lessor*.
2. Lessee acknowledges that if Lessee intends to self-insure, it is Lessee's responsibility to notify Lessor in writing and request a self-insurance questionnaire for completion. Self-insurance will not be approved without Lessor first receiving and reviewing a completed self-insurance questionnaire from Lessee.
3. Lessee has, or will, provide proof of insurance coverage that meets the requirements of this exhibit prior to the time the Equipment is delivered.

*Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.*

PLEASE LIST CERTIFICATE HOLDER NAME & ADDRESS AS FOLLOWS:  
REV FINANCIAL SERVICES, LLC and its successors, transferees and assigns  
8377 E Hartford Dr. Ste. 115  
Scottsdale, AZ 85255

Provide the requirements listed above to your insurance provider.

Lessee: City of Granite City

By X: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## PAYMENT INSTRUCTIONS

Pursuant to the Master Equipment Lease Purchase Agreement dated July 30, 2021 (the "Agreement"), Schedule of Property No. 1, dated July 30, 2021, between REV Financial Services LLC (the "Lessor") and City of South Lyon (the "Lessee"), Lessee hereby acknowledges the obligations to make Rental Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

LESSEE NAME: City of South Lyon TAX ID#: 38-6004651

INVOICE MAILING ADDRESS: \_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

Do you have a Purchase Order Number that you would like included on the invoice? No \_\_\_\_\_ Yes \_\_\_\_\_ PO# \_\_\_\_\_

Do your Purchase order numbers change annually? No \_\_\_\_\_ Yes \_\_\_\_\_ Processing time for new purchase orders: \_\_\_\_\_

LESSEE: City of South Lyon

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Instructions for 8038-G:**

*Updated for use with September, 2018 form*

The below described lines need to be completed by the Lessee:

**Line 2:**

**Enter the EIN number of the Issuer (Lessee)**

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 10a and 10b:**

**Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

**Line 39:**

**Bank Qualified Designation**

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

**Lines 41a-41d and 42:**

**Hedges**

If the issuer (Lessee) has identified a hedge, this section must be completed.

**Line 43:**

**Written procedures regarding Remediation of Non-Qualified Bonds**

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

**Line 44:**

**Written procedures to monitor Section 148 of the Code**

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

**Lines 45a and 45b:**

**Reimbursement**

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

**Signature and Consent:**

**Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

Form **8038-G**

(Rev. September 2018)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

REF#103079

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name <b>City of South Lyon</b>		2 Issuer's employer identification number (EIN) <b>38-6004651</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>335 S. Warren</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>South Lyon, MI 48178</b>		7 Date of issue <b>July 30, 2021</b>
8 Name of issue <b>Sch of Property No. 1 dtd 7/30/21 to Master Equipment Lease Purchase Agreement dtd 7/30/21</b>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ <b>Fire Truck</b>	18	<b>\$1,250,000</b>	<b>00</b>
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed. n/a**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/30/2026	\$ 1,250,000.00	\$ n/a	5.00 years	2.2900 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) n/a**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**

--	--
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a**

--	--
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ► \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**

--	--
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond ► \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond ► \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► \_\_\_\_\_
- c** Type of hedge ► \_\_\_\_\_
- d** Term of hedge ► \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . . ► \_\_\_\_\_
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name <b>Michael Krahenbuhl</b>	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN <b>PO1850365</b>
Firm's name ► <b>Pinnacle Public Finance</b>			Firm's EIN ► <b>27-3119149</b>	
Firm's address ► <b>8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255</b>			Phone no. <b>480-419-4800</b>	

# CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

July 30, 2021

REV Financial Services LLC  
8377 E. Hartford Drive, Suite 115  
Scottsdale, AZ 85255

RE: Schedule of Property No. 1 dated July 30, 2021 ("Lease") to the Master Equipment Lease Purchase Agreement dated July 30, 2021 ("Agreement"), by and between City of South Lyon ("Lessee") and REV Financial Services LLC ("Lessor").

Dear REV Financial Services LLC,

I, the undersigned, do hereby certify

(i) that \_\_\_\_\_  
*(please print the name and title of the person who signed the lease documents on the line above)*

the officer of Lessee who executed the foregoing Lease and Agreement 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 Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from \_\_\_\_\_ to \_\_\_\_\_.

Sincerely,

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Dated: \_\_\_\_\_

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

## BANK QUALIFIED DESIGNATION

Schedule of Property No. 1 dated July 30, 2021 to Master Equipment Lease  
Purchase Agreement dated July 30, 2021

Lessee hereby represents and certifies the following (please check one):

### Bank Qualified

- ☐ Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:
- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";
  - Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
  - The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
  - The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
  - Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

### Non-Bank Qualified

- ☐ Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **City of South Lyon**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**INTERNAL ESCROW LETTER**  
(To Be Placed on Letterhead)

July 30, 2021

REV Financial Services LLC  
245 S. Executive Dr., Ste. 100  
Brookfield, WI 53005

Re: Schedule of Property No. 1 dated July 30, 2021 to Master Equipment Lease Purchase Agreement dated July 30, 2021 (the "Lease"), by and between REV Financial Services LLC and City of South Lyon.

Ladies and Gentlemen:

We, City of South Lyon ("Lessee"), have entered into the above referenced Lease with you, REV Financial Services LLC ("REV Financial"), for the purpose of financing The Spartan Aerial Ladder Truck (the "Equipment") in the amount of \$1,250,000.00 (the "Financed Amount"). Lessee hereby requests that REV Financial retain \$1,250,000.00 (the "Retained Amount") in an internal escrow account pending REV Financial's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

City of South Lyon

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



NOTICE OF ASSIGNMENT

July 30, 2021

City of South Lyon  
Patricia Tiernan  
335 S. Warren  
South Lyon, MI 48178

Re: Schedule No. 1 dated July 30, 2021 to the Master Equipment Lease Purchase Agreement dated July 30, 2021 (the "Lease")

Dear Patricia,

Please be advised that REV Financial Services, LLC has assigned all its right, title, and interest in, to and under the above-referenced Lease, the Equipment leased thereunder and the right to receive Rental Payments thereunder to Pinnacle Public Finance, Inc. ("Assignee"):

Remittance: Pinnacle Public Finance, Inc.  
PO Box 028549  
Miami, FL 33102-8549

Correspondence: Pinnacle Public Finance, Inc.  
8377 E. Hartford Dr., Suite 115  
Scottsdale, AZ 85255  
(480) 585-3789

All Rental Payments due under the Lease should be made to the Assignee at the above address. Please acknowledge your receipt and acceptance of the assignment by signing below.

Sincerely,

ASSIGNOR: REV FINANCIAL SERVICES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to and Acknowledged by:

LESSEE: CITY OF SOUTH LYON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# AGENDA NOTE

Unfinished Business # 2

**MEETING DATE:** July 26, 2021

**PERSON PLACING ITEM ON AGENDA:** City Manager

**AGENDA TOPIC:** Road Improvement Plan Discussion -- Bonding

**EXPLANATION OF TOPIC:** Based upon the City of South Lyon receiving a road conditions assessment performed (PASER Rating). I have included additional information pertaining to Road Funding options.

Tonight we will have our seventh discussion regarding the long term repair of our roads, including discussing bonding for the improvements and the potential for placing this on the August 2022 primary ballot.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Memo from our Bond Counsel and our Financial Advisor on the road improvement program. With additional information on bond costs and structure.

**POSSIBLE COURSES OF ACTION:** Discussion on the funding options of bonding pertaining to a City Road Improvement Plan.

**SUGGESTED MOTION:** None



Date: 7/15/2020

	Cost per foot									
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Reconstruction	\$470	\$494	\$519	\$545	\$573	\$602	\$633	\$665	\$699	\$734
Major Rehabilitation	\$330	\$347	\$365	\$384	\$404	\$425	\$447	\$470	\$494	\$519
Minor Rehabilitation	\$250	\$263	\$277	\$291	\$306	\$322	\$339	\$356	\$374	\$393
Average	\$350	\$368	\$387	\$407	\$428	\$450	\$473	\$497	\$522	\$549
Maintenance	\$40	\$42	\$45	\$48	\$51	\$54	\$57	\$60	\$63	\$67

**Assumptions:**

1. 5% increase in cost per year
2. Roadways are 30' wide pavement with curb and gutter, HMA is 3 inches thick or 6 inches concrete
3. Reconstruction is 3 inches of new HMA, new curbs and new aggregate base.
4. Major Rehabilitation is 3 inches of new HMA, 25% curb replacement, 25% aggregate base repairs
5. Minor Rehabilitation is 1.5 inches of new HMA, 25% curb replacement, 25% HMA base repairs
6. Includes 30% for contingencies and engineering

# South Lyon Roadway Asset Management Plan - Headlee Override

Headlee Override up to 5 mills, Water & Sewer debt to come off in 2025

July 7, 2021

	Year	2 mills	3 mills	Act 51	Total Avail for Const & Maint	Length (ft)	Percentage
1	2022	\$830,000	\$0	\$500,000	\$1,330,000	3,800	2.67%
2	2023	\$830,000	\$0	\$500,000	\$1,330,000	3,614	2.54%
3	2024	\$830,000	\$0	\$500,000	\$1,330,000	3,437	2.41%
4	2025	\$830,000	\$1,245,000	\$500,000	\$2,575,000	6,332	4.44%
5	2026	\$830,000	\$1,245,000	\$500,000	\$2,575,000	6,021	4.22%
6	2027	\$830,000	\$1,245,000	\$500,000	\$2,575,000	5,726	4.02%
7	2028	\$830,000	\$1,245,000	\$500,000	\$2,575,000	5,444	3.82%
8	2029	\$830,000	\$1,245,000	\$500,000	\$2,575,000	5,181	3.63%
9	2030	\$830,000	\$1,245,000	\$500,000	\$2,575,000	4,930	3.46%
10	2031	\$830,000	\$1,245,000	\$500,000	\$2,575,000	4,693	3.29%
		\$8,300,000	\$8,715,000	\$5,000,000	\$22,015,000	49,178	34.50%
Total Millage Revenue		\$17,015,000					
Millage Per foot Cost		\$346					

**South Lyon Roadway Asset Management Plan - Bond Funding**  
**July 7, 2021**

	Year	Act 51 Const	Bond Revenue	Total Avail for Const	Length (ft)	Percentage
1	2022	\$500,000	\$1,000,000	\$1,500,000	4,286	3.01%
2	2023	\$500,000	\$3,000,000	\$3,500,000	9,511	6.67%
3	2024	\$500,000	\$3,500,000	\$4,000,000	10,336	7.25%
4	2025	\$500,000	\$3,500,000	\$4,000,000	9,836	6.90%
5	2026	\$500,000	\$3,000,000	\$3,500,000	8,184	5.74%
6	2027	\$500,000	\$3,000,000	\$3,500,000	7,784	5.46%
7	2028	\$500,000	\$0	\$500,000	1,057	0.74%
8	2029	\$500,000	\$0	\$500,000	1,006	0.71%
9	2030	\$500,000	\$0	\$500,000	957	0.67%
10	2031	\$500,000	\$0	\$500,000	911	0.64%
		\$5,000,000	\$17,000,000	\$22,000,000	53,868	37.79%
		Bond Cost @2.5% for 10 yrs		\$19,423,990		
		Bond Per foot cost		\$361		

Road	Footage	Fix	Cost/foot*	Total Cost
Timber Trail Ct	900	Minor	\$250	\$225,000
Crestwood Ct	550	Minor	\$250	\$137,500
Birchway Ct	820	Minor	\$250	\$205,000
	2,270			\$567,500

#### Hidden Creek Subdivision

Hidden Creek Drive	3,200	Major	\$330	\$1,056,000
Wood Run	600	Major	\$330	\$198,000
West Hills	3,870	Major	\$330	\$1,277,100
Huntington	1,400	Major	\$330	\$462,000
Ridgefield Ct	250	Major	\$330	\$82,500
	9,320			\$3,075,600

#### Dean Subdivision

Dean Drive - Conc	1,200	Major	\$330	\$396,000
Dean Ct - Conc	425	Reconst	\$470	\$199,750
Brookfield - Conc	1,800	Reconst	\$470	\$846,000
Creekview - Conc	800	Major	\$330	\$264,000
Roaring Brook - Conc	800	Major	\$330	\$264,000
	5,025			\$1,969,750

#### Parkside Subdivision

Brookfield	650	Major	\$330	\$214,500
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#### Clark's Crossing

Princeton	1,600	Major	\$330	\$528,000
Clark	420	Major	\$330	\$138,600
	2,020			\$666,600

#### University District

Princeton	1,900	Major	\$330	\$627,000
University - HMA	1,300	Minor	\$250	\$325,000
University - Conc	600	Minor	\$250	\$150,000
Harvard - HMA	950	Major	\$250	\$237,500
Harvard - Conc	1,100	Reconst	\$470	\$517,000
Stanford - Conc	800	Major	\$330	\$264,000
Vassar - HMA	700	Minor	\$250	\$175,000
Vassar - Conc	500	Minor	\$250	\$125,000
Oxford - HMA	500	Major	\$330	\$165,000
Oxford - Conc	500	Major	\$330	\$165,000
Cambridge - Conc	1,200	Reconst	\$470	\$564,000
	10,050			\$3,314,500

\* Cost/Ft are based on 2022 Estimated Construction costs and will need to be reviewed in the preliminary design phase.

Road	Footage	Fix	Cost/foot*	Total Cost
<b>Northeast</b>				
Wells -Conc	500	Minor	\$250	\$125,000
Detroit	800	Major	\$330	\$264,000
Reese	1,500	Major	\$330	\$495,000
Abel	400	Major	\$330	\$132,000
Pettibone	500	Major	\$330	\$165,000
Lottie	1,100	Major	\$330	\$363,000
Donovan	1,000	Reconst	\$470	\$470,000
	5,800			\$2,014,000

<b>Northwest</b>				
N Hagadorn	2,600	Reconst	\$470	\$1,222,000
Orchard Ridge	1,300	Reconst	\$470	\$611,000
Crest	1,300	Reconst	\$470	\$611,000
Hagadorn Ct	500	Reconst	\$470	\$235,000
Northridge	600	Reconst	\$470	\$282,000
Southridge	600	Reconst	\$470	\$282,000
Chester	1,000	Reconst	\$470	\$470,000
Chester Ct	300	Reconst	\$470	\$141,000
Calkins	300	Reconst	\$470	\$141,000
Gibson	800	Reconst	\$470	\$376,000
2nd St	1,200	Major	\$330	\$396,000
Whipple	2,500	Major	\$330	\$825,000
Warren	750	Major	\$330	\$247,500
	13,750			\$5,839,500

<b>Southeast</b>				
McHattie	650	Reconst	\$470	\$305,500
Elm	800	Reconst	\$470	\$376,000
Liberty	1,700	Major	\$330	\$561,000
Mill	700	Major	\$330	\$231,000
South	400	Major	\$330	\$132,000
Stryker	1,000	Major	\$330	\$330,000
Scott	400	Major	\$330	\$132,000
Reese	550	Major	\$330	\$181,500
Wells	350	Major	\$330	\$115,500
	6,550			\$2,364,500

<b>Southwest</b>				
Jean	400	Major	\$330	\$132,000
Dorothy	700	Maint	\$40	\$28,000
Ada	650	Reconst	\$470	\$305,500
McHattie	1,300	Major	\$330	\$429,000
Lennox	450	Minor	\$250	\$112,500
Washington	950	Major	\$330	\$313,500
Washington - Conc	350	Minor	\$250	\$87,500
Warren	1,000	Major	\$330	\$330,000
Liberty	1,600	Major	\$330	\$528,000
S Hagadorn	1,300	Major	\$330	\$429,000
McMunn	600	Major	\$330	\$198,000
	9,300			\$2,893,000

\* Cost/Ft are based on 2022 Estimated Construction costs and will need to be reviewed in the preliminary design phase.



Road	Footage	Fix	Cost/foot *	Total Cost
<b>Trotter's Pointe - 1996</b>				
Equestrian	3,100	Major	\$330	\$1,023,000
Saddle Drive	700	Major	\$330	\$231,000
Gallop Lane	500	Major	\$330	\$165,000
Appaloosa Ct	650	Major	\$330	\$214,500
Cantor Lane	1,200	Major	\$330	\$396,000
Horseshoe Dr	900	Major	\$330	\$297,000
Polo Drive	1,700	Major	\$330	\$561,000
Corral Lane	1,000	Major	\$330	\$330,000
Shetland Drive	3,000	Major	\$330	\$990,000
Colt Drive	2,900	Major	\$330	\$957,000
Stable Lane	800	Major	\$330	\$264,000
Arabian Ct	400	Major	\$330	\$132,000
Chestnut Lane	2,000	Major	\$330	\$660,000
	18,850			\$6,220,500

#### **Carriage Trace - 2000**

Coach House Lane	3,000	Major	\$330	\$990,000
Cartwright Ct	350	Major	\$330	\$115,500
Cartwright Lane	1,000	Major	\$330	\$330,000
Gentry Drive	4,000	Major	\$330	\$1,320,000
Drury Lane	950	Major	\$330	\$313,500
Chaise Ct	450	Major	\$330	\$148,500
Buckboard Circle	2,100	Major	\$330	\$693,000
Hackney Ct	600	Major	\$330	\$198,000
Surrey Lane	1,300	Major	\$330	\$429,000
Brougham Ct	450	Major	\$330	\$148,500
Carriage Trace Blvd	1,000	Major	\$330	\$330,000
	15,200			\$5,016,000

#### **Oak Creek Village**

Oak Creek Dr	2,000	Major	\$330	\$660,000
S Parkwood Dr	2,300	Major	\$330	\$759,000
Stratford Dr	1,100	Major	\$330	\$363,000
Graefield Dr	650	Major	\$330	\$214,500
West Brook Dr	3,800	Major	\$330	\$1,254,000
Essex Dr	600	Major	\$330	\$198,000
Eton Ct	400	Major	\$330	\$132,000
Fairfield Ct	400	Major	\$330	\$132,000
East Creek Dr	700	Major	\$330	\$231,000
Devon Ct	300	Major	\$330	\$99,000
	12,250			\$4,042,500

\* Cost/Ft are based on 2022 Estimated Construction costs and will need to be reviewed in the preliminary design phase.

Road	Footage	Fix	Cost/foot*	Total Cost
Eagles Heights Dr	2,300	Major	\$330	\$759,000
Stoney Dr	1,800	Major	\$330	\$594,000
Deerfield Ct	900	Major	\$330	\$297,000
Fox Ct	350	Major	\$330	\$115,500
Arrow Dr	250	Major	\$330	\$82,500
Brick Ln	500	Major	\$330	\$165,000
Heights Ct	300	Major	\$330	\$99,000
Pepper Ct	700	Major	\$330	\$231,000
	7,100			\$2,343,000
Glen Meadows Dr	900	Major	\$330	\$297,000
Kestrel Ridge Dr	900	Major	\$330	\$297,000
Kestrel Ridge Dr - Conc	400	Reconst	\$470	\$188,000
Grand Ct	450	Minor	\$250	\$112,500
Kestrel Ct	500	Minor	\$250	\$125,000
Mill St	2,600	Major	\$330	\$858,000
	4,850			\$1,580,500
Lyon Blvd	2,600	Major	\$330	\$858,000
Lyon Ct	800	Major	\$330	\$264,000
Mayfair	600	Minor	\$250	\$150,000
Norchester	900	Major	\$330	\$297,000
Covington	800	Minor	\$250	\$200,000
Wellington	2,400	Minor	\$250	\$600,000
Hearthside	1,000	Minor	\$250	\$250,000
Winchester	1,300	Major	\$330	\$429,000
	10,400			\$3,048,000
Eagle Way	2,000	Major	\$330	\$660,000
Feather Ct	300	Major	\$330	\$99,000
Eagle Crest Dr	900	Major	\$330	\$297,000
Downy Nest Ct	400	Major	\$330	\$132,000
Talon Ct	700	Major	\$330	\$231,000
	4,300			\$1,419,000
<b>Hunters Creek</b>				
Easton Dr	2,500	Major	\$330	\$825,000
Fairhaven Dr	500	Major	\$330	\$165,000
Townsend Dr	800	Major	\$330	\$264,000
Columbia Dr	1,500	Major	\$330	\$495,000
	5,300			\$1,749,000

\* Cost/Ft are based on 2022 Estimated Construction costs and will need to be reviewed in the preliminary design phase.

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## SOURCES AND USES OF FUNDS

City of South Lyon, Michigan  
 Road Financing Project - Aggregate  
 Scenario 1 :: Two Series of Bonds (2023 and 2026) | Maximize Available Revenues  
 Assumes Public Offering | Assumes Bond Rating of 'AA'  
 Assumes Bank Qualified, Tax-Exempt Bonds  
 Preliminary Interest Rates as of July 7, 2021 (Market Plus 50 Basis Points)

	Dated Date	04/01/2023	04/01/2026	
	Delivery Date	04/01/2023	04/01/2026	
Sources:		Series 2023	Series 2026	Total
Bond Proceeds:				
Par Amount		7,635,000.00	8,165,000.00	15,800,000.00
		7,635,000.00	8,165,000.00	15,800,000.00
Uses:		Series 2023	Series 2026	Total
Project Fund Deposits:				
Deposit to the Project Fund		7,482,300.00	8,001,700.00	15,484,000.00
Cost of Issuance:				
Other Cost of Issuance		152,700.00	163,300.00	316,000.00
		7,635,000.00	8,165,000.00	15,800,000.00

## BOND DEBT SERVICE

City of South Lyon, Michigan  
 Road Financing Project - Aggregate  
 Scenario 1 :: Two Series of Bonds (2023 and 2026) | Maximize Available Revenues  
 Assumes Public Offering | Assumes Bond Rating of 'AA'  
 Assumes Bank Qualified, Tax-Exempt Bonds  
 Preliminary Interest Rates as of July 7, 2021 (Market Plus 50 Basis Points)

Dated Date 04/01/2023  
 Delivery Date 04/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2023			54,405.50	54,405.50	
04/01/2024	725,000	0.750%	54,405.50	779,405.50	
06/30/2024					833,811.00
10/01/2024			51,686.75	51,686.75	
04/01/2025	730,000	0.910%	51,686.75	781,686.75	
06/30/2025					833,373.50
10/01/2025			48,365.25	48,365.25	
04/01/2026	735,000	1.100%	48,365.25	783,365.25	
06/30/2026					831,730.50
10/01/2026			110,801.50	110,801.50	
04/01/2027	1,860,000	1.260%	110,801.50	1,970,801.50	
06/30/2027					2,081,603.00
10/01/2027			99,083.50	99,083.50	
04/01/2028	1,885,000	1.400%	99,083.50	1,984,083.50	
06/30/2028					2,083,167.00
10/01/2028			85,888.50	85,888.50	
04/01/2029	1,910,000	1.510%	85,888.50	1,995,888.50	
06/30/2029					2,081,777.00
10/01/2029			71,468.00	71,468.00	
04/01/2030	1,940,000	1.660%	71,468.00	2,011,468.00	
06/30/2030					2,082,936.00
10/01/2030			55,366.00	55,366.00	
04/01/2031	1,970,000	1.760%	55,366.00	2,025,366.00	
06/30/2031					2,080,732.00
10/01/2031			38,030.00	38,030.00	
04/01/2032	2,005,000	1.840%	38,030.00	2,043,030.00	
06/30/2032					2,081,060.00
10/01/2032			19,584.00	19,584.00	
04/01/2033	2,040,000	1.920%	19,584.00	2,059,584.00	
06/30/2033					2,079,168.00
	15,800,000		1,269,358.00	17,069,358.00	17,069,358.00

## BOND DEBT SERVICE

City of South Lyon, Michigan  
 Road Financing Project - Aggregate  
 Scenario 1 :: Two Series of Bonds (2023 and 2026) | Maximize Available Revenues  
 Assumes Public Offering | Assumes Bond Rating of 'AA'  
 Assumes Bank Qualified, Tax-Exempt Bonds  
 Preliminary Interest Rates as of July 7, 2021 (Market Plus 50 Basis Points)

	Dated Date	04/01/2023		
	Delivery Date	04/01/2023		
Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2024	725,000	0.750%	108,811.00	833,811.00
06/30/2025	730,000	0.910%	103,373.50	833,373.50
06/30/2026	735,000	1.100%	96,730.50	831,730.50
06/30/2027	1,860,000	1.260%	221,603.00	2,081,603.00
06/30/2028	1,885,000	1.400%	198,167.00	2,083,167.00
06/30/2029	1,910,000	1.510%	171,777.00	2,081,777.00
06/30/2030	1,940,000	1.660%	142,936.00	2,082,936.00
06/30/2031	1,970,000	1.760%	110,732.00	2,080,732.00
06/30/2032	2,005,000	1.840%	76,060.00	2,081,060.00
06/30/2033	2,040,000	1.920%	39,168.00	2,079,168.00
	15,800,000		1,269,358.00	17,069,358.00

# AGGREGATE DEBT SERVICE

City of South Lyon, Michigan  
 Road Financing Project - Aggregate  
 Scenario 1 :: Two Series of Bonds (2023 and 2026) | Maximize Available Revenues  
 Assumes Public Offering | Assumes Bond Rating of 'AA'  
 Assumes Bank Qualified, Tax-Exempt Bonds  
 Preliminary Interest Rates as of July 7, 2021 (Market Plus 50 Basis Points)

Period Ending	Series 2023	Series 2026	Aggregate Debt Service
06/30/2024	833,811.00		833,811.00
06/30/2025	833,373.50		833,373.50
06/30/2026	831,730.50		831,730.50
06/30/2027	833,645.50	1,247,957.50	2,081,603.00
06/30/2028	834,258.50	1,248,908.50	2,083,167.00
06/30/2029	833,688.50	1,248,088.50	2,081,777.00
06/30/2030	832,137.00	1,250,799.00	2,082,936.00
06/30/2031	834,272.00	1,246,460.00	2,080,732.00
06/30/2032	830,368.00	1,250,692.00	2,081,060.00
06/30/2033	830,648.00	1,248,520.00	2,079,168.00
	8,327,932.50	8,741,425.50	17,069,358.00

## BOND PRICING

City of South Lyon, Michigan  
Series 2023

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds - 2033:					
	04/01/2024	725,000	0.750%	0.750%	100.000
	04/01/2025	730,000	0.910%	0.910%	100.000
	04/01/2026	735,000	1.100%	1.100%	100.000
	04/01/2027	745,000	1.260%	1.260%	100.000
	04/01/2028	755,000	1.400%	1.400%	100.000
	04/01/2029	765,000	1.510%	1.510%	100.000
	04/01/2030	775,000	1.660%	1.660%	100.000
	04/01/2031	790,000	1.760%	1.760%	100.000
	04/01/2032	800,000	1.840%	1.840%	100.000
	04/01/2033	815,000	1.920%	1.920%	100.000
		7,635,000			

Dated Date	04/01/2023	
Delivery Date	04/01/2023	
First Coupon	10/01/2023	
Par Amount	7,635,000.00	
Original Issue Discount		
Production Underwriter's Discount	7,635,000.00	100.000000%
Purchase Price	7,635,000.00	100.000000%
Accrued Interest		
Net Proceeds	7,635,000.00	



## BOND SUMMARY STATISTICS

City of South Lyon, Michigan  
Series 2023

Dated Date	04/01/2023
Delivery Date	04/01/2023
Last Maturity	04/01/2033
Arbitrage Yield	1.664712%
True Interest Cost (TIC)	1.612234%
Net Interest Cost (NIC)	1.617867%
NIC w/Interest only	1.617867%
NIC w/Interest & OID	1.617867%
NIC w/Interest, OID & Und. Discount	1.617867%
All-In TIC	1.994859%
Average Coupon	1.617867%
Average Life (years)	5.610
Weighted Average Maturity (years)	5.610
Duration of Issue (years)	5.343
Par Amount	7,635,000.00
Bond Proceeds	7,635,000.00
Total Interest	692,932.50
Net Interest	692,932.50
Total Debt Service	8,327,932.50
Maximum Annual Debt Service	834,272.00
Average Annual Debt Service	832,793.25

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds - 2033	7,635,000.00	100.000	1.618%	5.610	4,052.85
	7,635,000.00			5.610	4,052.85

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,635,000.00	7,635,000.00	7,635,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts		-152,700.00	
Target Value	7,635,000.00	7,482,300.00	7,635,000.00
Target Date	04/01/2023	04/01/2023	04/01/2023
Yield	1.612234%	1.994859%	1.664712%

## BOND DEBT SERVICE

City of South Lyon, Michigan  
Series 2023

Dated Date 04/01/2023  
Delivery Date 04/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2023					
04/01/2024	725,000	0.750%	54,405.50	54,405.50	
06/30/2024			54,405.50	779,405.50	
10/01/2024					833,811.00
04/01/2025	730,000	0.910%	51,686.75	51,686.75	
06/30/2025			51,686.75	781,686.75	
10/01/2025					833,373.50
04/01/2026	735,000	1.100%	48,365.25	48,365.25	
06/30/2026			48,365.25	783,365.25	
10/01/2026					831,730.50
04/01/2027	745,000	1.260%	44,322.75	44,322.75	
06/30/2027			44,322.75	789,322.75	
10/01/2027					833,645.50
04/01/2028	755,000	1.400%	39,629.25	39,629.25	
06/30/2028			39,629.25	794,629.25	
10/01/2028					834,258.50
04/01/2029	765,000	1.510%	34,344.25	34,344.25	
06/30/2029			34,344.25	799,344.25	
10/01/2029					833,688.50
04/01/2030	775,000	1.660%	28,568.50	28,568.50	
06/30/2030			28,568.50	803,568.50	
10/01/2030					832,137.00
04/01/2031	790,000	1.760%	22,136.00	22,136.00	
06/30/2031			22,136.00	812,136.00	
10/01/2031					834,272.00
04/01/2032	800,000	1.840%	15,184.00	15,184.00	
06/30/2032			15,184.00	815,184.00	
10/01/2032					830,368.00
04/01/2033	815,000	1.920%	7,824.00	7,824.00	
06/30/2033			7,824.00	822,824.00	
					830,648.00
	7,635,000		692,932.50	8,327,932.50	8,327,932.50



BOND DEBT SERVICE

City of South Lyon, Michigan  
Series 2023

Dated Date 04/01/2023  
Delivery Date 04/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2024	725,000	0.750%	108,811.00	833,811.00
06/30/2025	730,000	0.910%	103,373.50	833,373.50
06/30/2026	735,000	1.100%	96,730.50	831,730.50
06/30/2027	745,000	1.260%	88,645.50	833,645.50
06/30/2028	755,000	1.400%	79,258.50	834,258.50
06/30/2029	765,000	1.510%	68,688.50	833,688.50
06/30/2030	775,000	1.660%	57,137.00	832,137.00
06/30/2031	790,000	1.760%	44,272.00	834,272.00
06/30/2032	800,000	1.840%	30,368.00	830,368.00
06/30/2033	815,000	1.920%	15,648.00	830,648.00
	7,635,000		692,932.50	8,327,932.50

## BOND SOLUTION

City of South Lyon, Michigan  
General Obligation Unlimited Tax Bonds, Series 2022

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
06/30/2023						
06/30/2024	725,000	833,811	833,811	834,286	475	100.05697%
06/30/2025	730,000	833,374	833,374	834,286	913	100.10949%
06/30/2026	735,000	831,731	831,731	834,286	2,556	100.30725%
06/30/2027	745,000	833,646	833,646	834,286	641	100.07683%
06/30/2028	755,000	834,259	834,259	834,286	28	100.00330%
06/30/2029	765,000	833,689	833,689	834,286	598	100.07167%
06/30/2030	775,000	832,137	832,137	834,286	2,149	100.25825%
06/30/2031	790,000	834,272	834,272	834,286	14	100.00168%
06/30/2032	800,000	830,368	830,368	834,286	3,918	100.47184%
06/30/2033	815,000	830,648	830,648	834,286	3,638	100.43797%
	7,635,000	8,327,933	8,327,933	8,342,860	14,928	

## BOND PRICING

City of South Lyon, Michigan  
Series 2026

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds - 2033:					
	04/01/2027	1,115,000	1.260%	1.260%	100.000
	04/01/2028	1,130,000	1.400%	1.400%	100.000
	04/01/2029	1,145,000	1.510%	1.510%	100.000
	04/01/2030	1,165,000	1.660%	1.660%	100.000
	04/01/2031	1,180,000	1.760%	1.760%	100.000
	04/01/2032	1,205,000	1.840%	1.840%	100.000
	04/01/2033	1,225,000	1.920%	1.920%	100.000
		8,165,000			

Dated Date	04/01/2026	
Delivery Date	04/01/2026	
First Coupon	10/01/2026	
Par Amount	8,165,000.00	
Original Issue Discount		
Production	8,165,000.00	100.000000%
Underwriter's Discount		
Purchase Price	8,165,000.00	100.000000%
Accrued Interest		
Net Proceeds	8,165,000.00	

## BOND SUMMARY STATISTICS

City of South Lyon, Michigan  
Series 2026

Earliest Dated Date	04/01/2026
Earliest Delivery Date	04/01/2026
Last Maturity	04/01/2033
Arbitrage Yield	1.664712%
True Interest Cost (TIC)	1.734891%
Net Interest Cost (NIC)	1.737530%
NIC w/Interest only	1.737530%
NIC w/Interest & OID	1.737530%
NIC w/Interest, OID & Und. Discount	1.737530%
All-In TIC	2.257573%
Average Coupon	1.737530%
Average Life (years)	4.063
Weighted Average Maturity (years)	4.063
Par Amount	8,165,000.00
Bond Proceeds	8,165,000.00
Total Interest	576,425.50
Net Interest	576,425.50
Total Debt Service	8,741,425.50
Maximum Annual Debt Service	1,250,799.00
Average Annual Debt Service	1,248,775.07

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds - 2033	8,165,000.00	100.000	1.738%	4.063	3,197.10
	8,165,000.00			4.063	3,197.10

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,165,000.00	8,165,000.00	8,165,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts		-163,300.00	
Target Value	8,165,000.00	8,001,700.00	8,165,000.00
Target Date Yield	Multiple 1.734891%	Multiple 2.257573%	Multiple 1.664712%

## BOND DEBT SERVICE

City of South Lyon, Michigan  
Series 2026

Dated Date 04/01/2026  
Delivery Date 04/01/2026

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2026					
04/01/2027	1,115,000	1.260%	66,478.75	66,478.75	
06/30/2027			66,478.75	1,181,478.75	1,247,957.50
10/01/2027			59,454.25	59,454.25	
04/01/2028	1,130,000	1.400%	59,454.25	1,189,454.25	
06/30/2028					1,248,908.50
10/01/2028			51,544.25	51,544.25	
04/01/2029	1,145,000	1.510%	51,544.25	1,196,544.25	
06/30/2029					1,248,088.50
10/01/2029			42,899.50	42,899.50	
04/01/2030	1,165,000	1.660%	42,899.50	1,207,899.50	
06/30/2030					1,250,799.00
10/01/2030			33,230.00	33,230.00	
04/01/2031	1,180,000	1.760%	33,230.00	1,213,230.00	
06/30/2031					1,246,460.00
10/01/2031			22,846.00	22,846.00	
04/01/2032	1,205,000	1.840%	22,846.00	1,227,846.00	
06/30/2032					1,250,692.00
10/01/2032			11,760.00	11,760.00	
04/01/2033	1,225,000	1.920%	11,760.00	1,236,760.00	
06/30/2033					1,248,520.00
	8,165,000		576,425.50	8,741,425.50	8,741,425.50

## BOND DEBT SERVICE

City of South Lyon, Michigan  
Series 2026Dated Date 04/01/2026  
Delivery Date 04/01/2026

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2027	1,115,000	1.260%	132,957.50	1,247,957.50
06/30/2028	1,130,000	1.400%	118,908.50	1,248,908.50
06/30/2029	1,145,000	1.510%	103,088.50	1,248,088.50
06/30/2030	1,165,000	1.660%	85,799.00	1,250,799.00
06/30/2031	1,180,000	1.760%	66,460.00	1,246,460.00
06/30/2032	1,205,000	1.840%	45,692.00	1,250,692.00
06/30/2033	1,225,000	1.920%	23,520.00	1,248,520.00
	8,165,000		576,425.50	8,741,425.50



## BOND SOLUTION

City of South Lyon, Michigan  
General Obligation Unlimited Tax Bonds, Series 2025

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
06/30/2026						
06/30/2027	1,115,000	1,247,958	1,247,958	1,251,429	3,472	100.27817%
06/30/2028	1,130,000	1,248,909	1,248,909	1,251,429	2,521	100.20182%
06/30/2029	1,145,000	1,248,089	1,248,089	1,251,429	3,341	100.26765%
06/30/2030	1,165,000	1,250,799	1,250,799	1,251,429	630	100.05037%
06/30/2031	1,180,000	1,246,460	1,246,460	1,251,429	4,969	100.39865%
06/30/2032	1,205,000	1,250,692	1,250,692	1,251,429	737	100.05893%
06/30/2033	1,225,000	1,248,520	1,248,520	1,251,429	2,909	100.23300%
	8,165,000	8,741,426	8,741,426	8,760,003	18,578	

City of South Lyon, Michigan  
 Unlimited Tax General Obligation Bonds, Series 2023 and Series 2026  
 Scenario 1 :: Aggregate Level Millage Impact | No Growth In Taxable Value | Market Interest Rates Plus 50 Basis Points

Tax Levy	Fiscal Year	2023 Bond Issue				2026 Bond Issue				Total Aggregate Debt Service	2021 Total Taxable Value	ESTIMATED Millage Impact
		Principal	Interest Rate	Interest	Total Debt Service	Principal	Interest Rate	Interest	Total Debt Service			
2023	July 1											
2024	Ending June 30											
2025	2024	\$ 725,000	0.75%	\$ 108,811.00	\$ 833,811					\$ 833,811	\$ 417,143,730	\$ 19,939
2026	2025	\$ 730,000	0.91%	\$ 103,373.50	\$ 833,374					\$ 833,374	\$ 417,143,730	\$ 19,978
2027	2026	\$ 735,000	1.10%	\$ 96,730.50	\$ 831,731					\$ 831,731	\$ 417,143,730	\$ 19,970
2028	2027	\$ 745,000	1.28%	\$ 88,645.50	\$ 833,646	\$ 1,115,000	1.26%	\$ 132,957.50	\$ 1,247,958	\$ 2,081,603	\$ 417,143,730	\$ 19,990
2029	2028	\$ 755,000	1.40%	\$ 79,258.50	\$ 834,259	\$ 1,130,000	1.40%	\$ 118,508.50	\$ 1,248,909	\$ 2,083,167	\$ 417,143,730	\$ 19,990
2030	2029	\$ 765,000	1.51%	\$ 68,668.50	\$ 833,669	\$ 1,145,000	1.51%	\$ 103,088.50	\$ 1,248,089	\$ 2,081,777	\$ 417,143,730	\$ 19,906
2031	2030	\$ 780,000	1.66%	\$ 57,137.00	\$ 832,137	\$ 1,165,000	1.66%	\$ 85,799.00	\$ 1,250,799	\$ 2,082,936	\$ 417,143,730	\$ 19,983
2032	2031	\$ 800,000	1.76%	\$ 44,272.00	\$ 834,272	\$ 1,180,000	1.76%	\$ 86,460.00	\$ 1,246,460	\$ 2,080,732	\$ 417,143,730	\$ 19,880
2033	2032	\$ 815,000	1.84%	\$ 30,368.00	\$ 830,368	\$ 1,205,000	1.84%	\$ 45,692.00	\$ 1,250,692	\$ 2,081,060	\$ 417,143,730	\$ 19,888
	2033		1.92%	\$ 15,646.00	\$ 830,648	\$ 1,225,000	1.92%	\$ 23,520.00	\$ 1,248,520	\$ 2,079,188	\$ 417,143,730	\$ 19,843
		\$ 7,635,000		\$ 692,933	\$ 8,327,933	\$ 8,165,000		\$ 576,426	\$ 8,741,426	\$ 17,069,358		

# AGENDA NOTE

New Business: Item # 8

**MEETING DATE:** July 26, 2021

**PERSON PLACING ITEM ON AGENDA:** Fire Chief Robert Vogel

**AGENDA TOPIC:** Purchase of three sets of firefighting turnout gear as requested in the FY22 budget.

**EXPLANATION OF TOPIC:** The fire department is requesting the authorization to purchase three sets of structural firefighting turnout gear. This purchase was requested as part of our FY22 budget.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

1. Three quotes.
  - a. Phoenix Safety Outfitters: \$8,533.32
  - b. All Hands Fire Equipment: \$9,035.49
  - c. The Fire Store: \$9,118.65
2. V-Force Brochure

**POSSIBLE COURSES OF ACTION:** Approve / do not approve the purchase of three sets of firefighting turnout gear from Phoenix Safety Outfitters for \$8,533.32.

**SUGGESTED MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to award the purchase of three sets of firefighting turnout gear to Phoenix Safety Outfitters for \$8,533.32 from 101-335-721.



P.O. Box 20445  
Upper Arlington, OH 43220

Quote #: 174334  
(THIS IS NOT AN INVOICE: DO NOT PAY FROM THIS DOCUMENT)

**REMITTANCE INFORMATION:**

PHOENIX Safety Outfitters,  
PO Box 20445  
Upper Arlington, Ohio 43220

Ship Date: Not set

Invoice Date: **25 Apr 2021**

Payment Due Date: **10 May 2021**

Shipping Method: **Best Way**

Account Rep: **Jim Reed**

Accounting Questions: **cgrogan@phoenixoutfitters.com**

Accounting Phone: **614-203-0247**

Bin Reference #:

**Bill to:**

ROBERT VOGEL  
SOUTH LYON FIRE DEPT  
217 WHIPPLE STREET  
SOUTH LYON MI 48178  
UNITED STATES  
Customer Phone: 248-437-2676  
Customer Email: firechief@southlyonmi.org

**Ship to:**

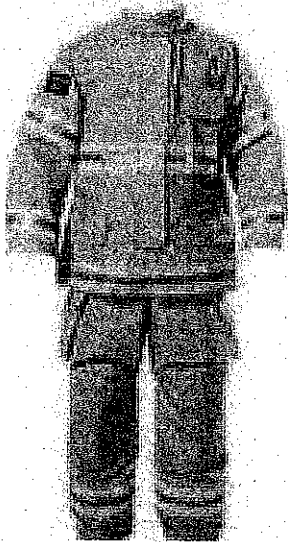
ROBERT VOGEL  
SOUTH LYON FIRE DEPT  
217 WHIPPLE STREET  
SOUTH LYON MI 48178  
UNITED STATES  
Customer Phone: 248-437-2676  
Customer Email: firechief@southlyonmi.org

Qty	Item ID	Item name	Item \$	Extended \$
1	CUSTPO	Customer Purchase Order Number: Verbal Robert Vogel	\$0.00	\$0.00
3	SOULY(OAKMI)-VFC	JANESVILLE V-FORCE COAT PER CUSTOMER SPECIFICATION // DLRQ2023 Verified: [0521] Valid Thru: [033121] Color: PER SPEC	\$1662.67	\$4988.01
3	SOULY(OAKMI)-VFP	JANESVILLE V-FORCE PANT PER CUSTOMER SPECIFICATION // DLRQ2023 Verified: [0521] Valid Thru: [033121] Color: PER SPEC	\$1181.77	\$3545.31
1	DROP-NCFRT	There shall be No Freight Charged on this Order // Reference Date Shipped in Header: Verified: [0621]	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$8533.32</b>
Not rated @ 0%				\$0.00
MI-ST TAX EXEMPT @ 0%				\$0.00
<b>Total</b>				<b>\$8533.32</b>

(1)  
**Shopping Cart**

2 Products, 6 Items

PROCEED TO CHECKOUT



(/Lion-Express-Gold-Armor-AP-Pants?Waist-Size=5&Pant-Length=10)

Lion Apparel Turnout Gear - Lion Express Gold Armor AP Pants (/Lion-Express-Gold-Armor-AP-Pants?Waist-Size=5&Pant-Length=10)

\$1,149.99

SKU: LA-PCHX-41-40-31

Waist Size: 40

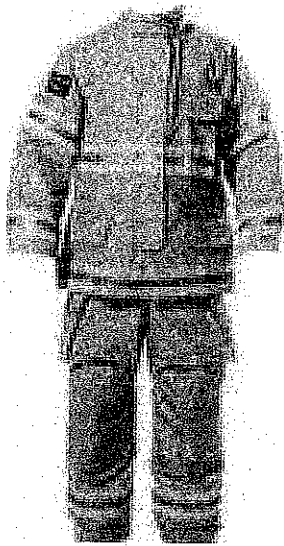
Pant Length: 31

Quantity:

Amount: \$3,449.97

Edit (/Lion-Express-Gold-Armor-AP-Pants?Quantity=3&Waist-Size=5&Pant-Length=10&Cartitemid=Item26451set447025)





(/Lion-Apparel-Gold-Armor-AP-Coat?Size=163)

Lion Apparel Turnout Gear - Lion Gold Armor Coat (32" Length) (/Lion-Apparel-Gold-Armor-AP-Coat?Size=163)

\$1,759.99

SKU: LA-CCHX-41-40CHEST

Size: 40" Chest

Quantity:

- 3 +

Amount: \$5,279.97

Edit (/Lion-Apparel-Gold-Armor-AP-Coat?Quantity=3&Size=163&Cartitemid=Item26427set447024)



## ORDER SUMMARY

SUBTOTAL 6 ITEMS

\$8,729.94

SHIP TO: 48178

SHIPPING

\$305.55

TAX

\$0.00

ESTIMATED TOTAL

\$9,035.49

PROCEED TO CHECKOUT

Check out with **PayPal**

HAVE A PROMO CODE?



Crew Days Are Here!

Use Promo Code: CREW1 to shop 10% Off sitewide plus get free Economy Shipping on orders \$75+

Check out more ways to save and how to get rewarded with free gifts!

Hello, Robert!

[My Account](#)[Sign Out](#)6 Item(s)  
\$8351.94[Check Out](#)[ORDER STATUS](#)[WISH LIST](#)[BULK PRICING](#)[SHOP ALL BRANDS](#)[ALL CATEGORIES](#)[TODAY'S DEALS](#)[NEW](#)[HELMETS](#)[BOOTS](#)[PPE](#)[LIGHTS](#)[APPAREL](#)[CUSTOM](#)

CHECKOUT PROGRESS

[LOGIN](#)[SHIPPING & BILLING](#)[PLACE ORDER](#)

## ORDER SUMMARY

Please review your Billing and Shipping information, and be sure that your shopping cart and shipping options are correct. Once verified, please click the "Place Order Now" button to complete your order. Sales tax is applicable on orders for PA, NJ, VA, and MD residents.

**SHIP TO:** (Edit Information)217 WHIPPLE ST  
SOUTH LYON, MI 48178-1113

United States

**BILL TO:** (Edit Information)Robert Vogel  
217 Whipple Street  
South Lyon, MI 48178  
United States  
firechief@southlyonmi.org**PAYMENT METHOD:** (Edit Information)

Payment Type: Purchase Order

[View My Other Profiles](#)

ITEM	QTY	PRICE EA.	TOTAL
Lion Custom Order Super Deluxe Turnout Coat PBI Max 7.0oz - TheFireStore Spec PSGQ16865-CSTM/N, PBI Max 7.0oz, Natural	3	\$1639.99	\$4919.97
Janesville Super Deluxe Turnout Pants, PBI Max 7.0oz - TheFireStore Spec PSGQ16865-PSTM/N, PBI Max 7.0oz, Natural	3	\$1143.99	\$3431.97
Free Economy Shipping on Orders \$75+ - Crew Days			\$0.00

- ☐ INSURE DELIVERY FOR \$2.00! (see details below)
- ☐ DONATE \$1 TO THE NATIONAL FALLEN FIREFIGHTERS FOUNDATION
- ☐ DONATE \$1 TO THE ALZHEIMER'S ASSOCIATION

SUBTOTAL: \$8351.94

SHIPPING: \$250.56

TAX: \$516.15

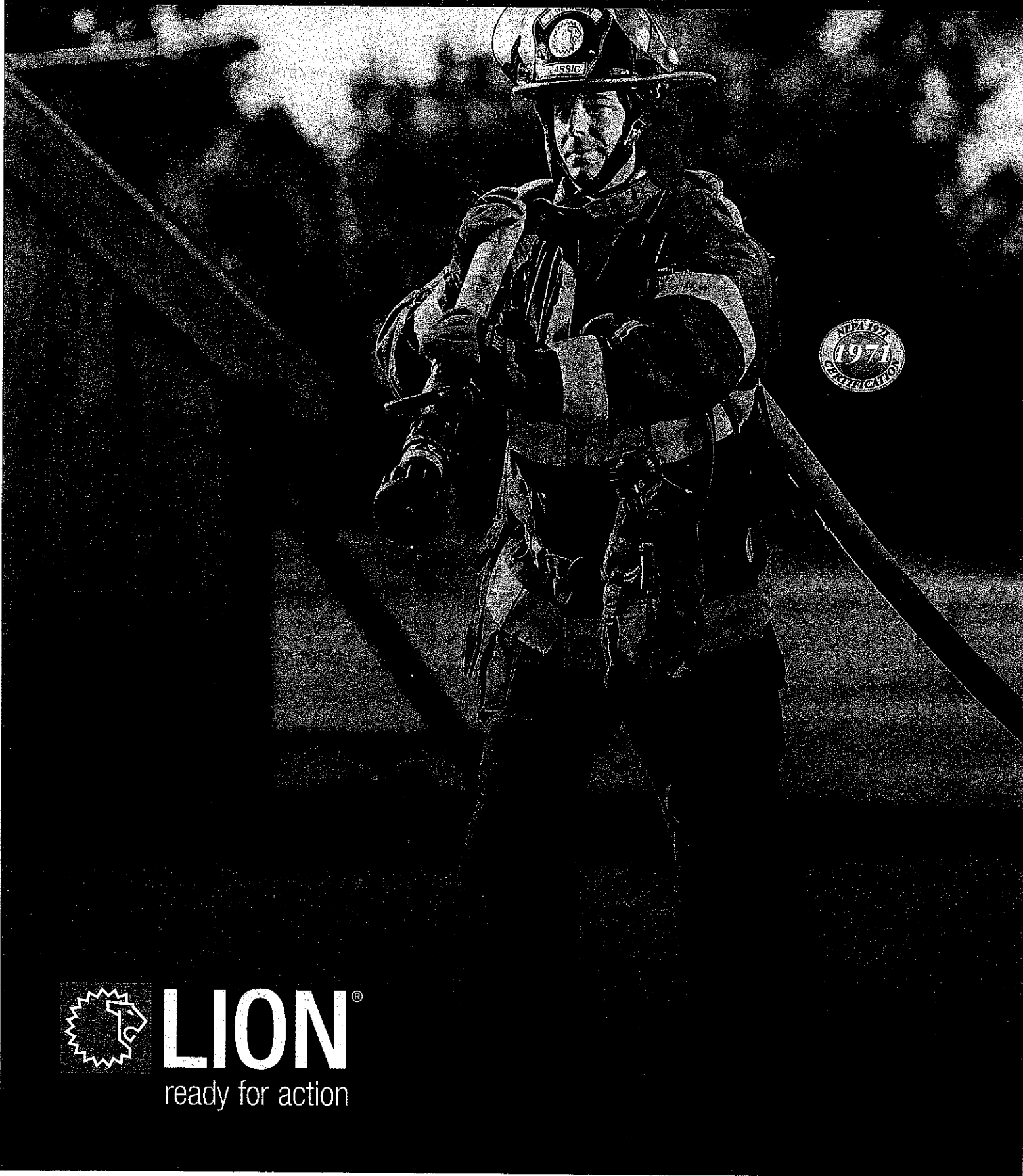
ORDER TOTAL: \$9118.65

Purchase Order Number: Shipping Method: **Ground \$250.56**

Number of Business Days for Delivery					
Shipping Method	Destination Time Zone				
	Eastern	Central	Mountain	Pacific	AK/HI/US Territories
Economy	2 to 5 days	3 to 6 days	4 to 7 days	6 to 9 days	10 to 13 days
Ground	1 to 2 days	2 to 3 days	3 to 4 days	4 to 5 days	4 to 5 days
3 Day	3 Days				

Cutting Edge Turnout Gear That  
Combines Combat and Sports Technology  
For Outstanding Performance & Fit

# V-FORCE®



**LION®**  
ready for action



# V-FORCE®

## A Cut Above The Rest

LION's V-Force turnout gear features an innovative **cut-in-motion design** for a more ergonomic garment that moves the way you do, while still offering unparalleled protection. Professional sport and military technology combine to create turnout gear that provides the mobility and comfort to do your job every day with the toughness and durability you expect from LION. V-Force comes standard with LION's patented **IsoDri® Moisture Management System**. IsoDri turnouts absorb less water, helping protect against compression burns, while keeping gear drier and lighter during use. In wet conditions, LION IsoDri gear remains more breathable and comfortable, reducing fatigue and heat stress. It also dries faster between runs.

**System.** IsoDri turnouts absorb less water, helping protect against compression burns, while keeping gear drier and lighter during use. In wet conditions, LION IsoDri gear remains more breathable and comfortable, reducing fatigue and heat stress. It also dries faster between runs.

## Key V-Force Comfort & Mobility Benefits & Features

### V-Force Turnout Coats

#### COMFORT COLLAR

Ergonomically shaped to improve comfort, interface better with other PPE elements and deliver continuous thermal and moisture protection.

#### V-FIT™ ELBOWS

Elbows include cutouts, shaped pieces and darts to allow natural arm movement without restrictions or tugging.

#### SUPERIOR CUT

Cut-in-motion design includes contoured coat sides, for a fit that moves with your body during firefighting activities. This innovative cut evenly distributes the weight of your turnout and positions seams to reduce conflicts with SCBA straps that can cause irritation and discomfort.

#### RAGLAN SLEEVES

Shaped like your arm to promote free, unrestricted movement and reduce turnout coat hem rise.

#### OPTIONAL BI-SWING BACK

Features inverted pleats in both the outer shell and liner system that expand as your arms move forward. The result is no tugging, binding or bunching of material.

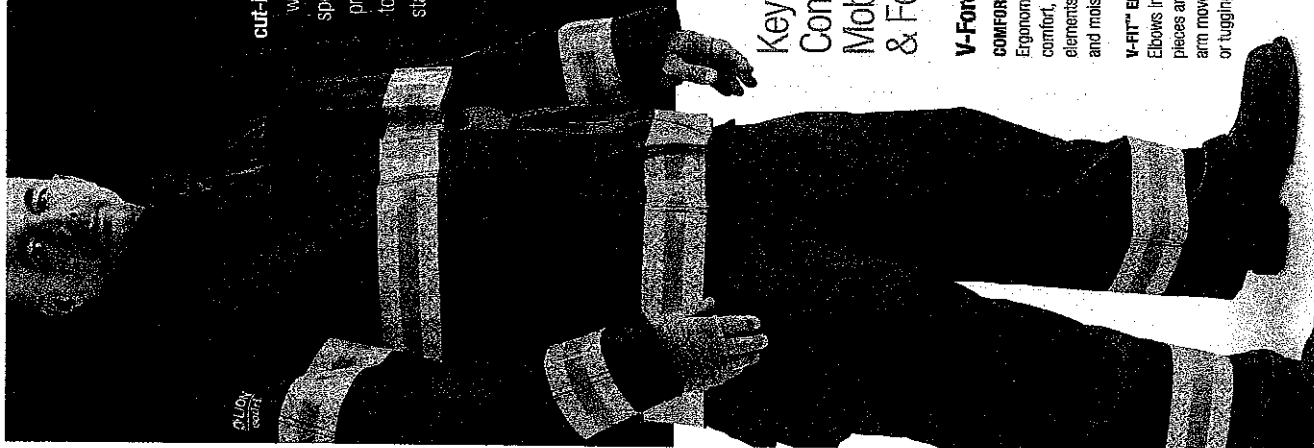
#### LION VENTILATED TRIM™

Provides a conduit for the release of vapor and guards against the potential hazards of trapped moisture. It's also more flexible than traditional reflective trim.

Cutting Edge Turnout Gear That Combines Combat and Sports Technology  
For Outstanding Performance & Fit



V-Fit  
Contoured  
Sides



Cutting Edge Turnout Gear That Combines Combat and Sports Technology  
For Outstanding Performance & Fit

# COMFORT & MOBILITY



## V-Force® Turnout Pants

LIGHT V-Force pants are available in multiple styles to fit various body types and meet your comfort needs, without sacrificing mobility, durability or safety. Individuals can choose from a variety of styles within a department and all will still be uniform.

All V-Force Pant Designs feature the following:

- V-Fit™ legs and knees are contoured and feature cutouts, shaped pieces and darts to enable free, easy movement (optional additional knee padding available)
- Radial Inseam and banded crotch reduce tension to add comfort and increase wear life of your pants
- Nine inches of SampireDr™ in the lower legs repel water to keep your pants dry and reduce working weight, also reducing firefighter heat stress

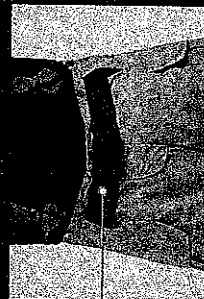
### V-FORCE BELTED PANTS

V-Force belted pants offer a low-rise waist with belt loops, a two-inch kevlar® belt with a quick-release, thermoplastic buckle and suspender buttons to give you the option of using the belt alone or adding suspenders.



### V-FORCE ULTRA LOW-RISE PANTS

The V-Force Ultra Low-Rise Pant features a slim fit in the seat and thighs as well as a reduced front rise, which sits comfortably on the hips like a pair of jeans, without sacrificing thermal protection. The widened crotch gusset allows enhanced mobility and the waist height reduces bunching and wear and tear from wearing pants too low.



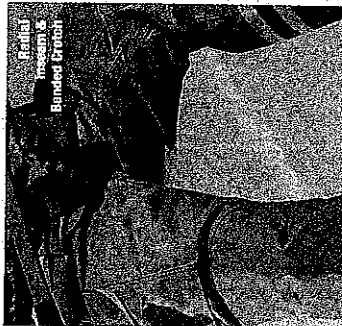
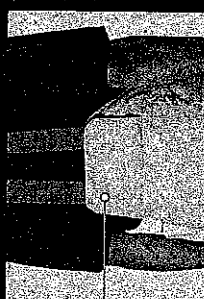
### V-FORCE LUMBAR PANTS

V-Force Lumbar Pants have a traditional waist and feature the LUX Lumbar Support System. This system is integrated into the V-Force pant and is orthopedically designed to provide adjustable mechanical support when you're lifting, bending forward, standing or performing emergency rescues.



### V-FORCE HIGH-BACK PANTS

V-Force High-Back Pants provide the ultimate in thermal protection. A five-inch back panel extends above the waist. A unique hook and loop support pad attaches LIGHT V-Back™ Suspenders to the pants. Snap tabs fasten the suspenders to the front V-Back™ High-Back Suspenders (are required).



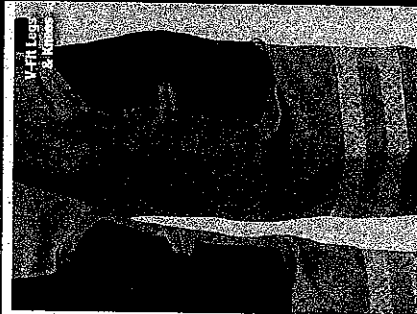
Radial Inseam & Banded Crotch



Streamlined Storm Flap



Optional Hi-Swing Back



V-Fit Legs & Knees



External Belt



V-Back™ High-Back Suspenders

# V-FORCE®

Cutting Edge Turnout Gear That  
Combines Combat and Sports Technology  
For Outstanding Performance & Fit



# CUTTING EDGE

**Natural**

**Black**

COMFORT COLLAR

STREAMLINED  
STORM FLAP

LION  
VENTILATED TRIM™

V-FIT ELBOW

EVER-DRY™ REACH  
SYSTEM WITH  
WRIST SHIELD SYSTEM™

RADIAL  
INSEAM

V-FIT KNEE

SEMPER DRI™  
SYSTEM

#### Standard Features

A variety of materials, pockets,  
and accessory options are available

For more information about LION V-Force, contact your  
LION sales representative or visit us online at [www.lionprotects.com](http://www.lionprotects.com)



**LION®**  
ready for action

LION V-Force, V-Fit, V-Back, Ventilated Trim, SemperDri, and IsoDri Moisture Management System,  
are trademarks of LION. Kevlar is a trademark of E.I. du Pont de Nemours and Company.

# AGENDA NOTE

New Business # 2

**MEETING DATE:** July 26, 2021

**PERSON PLACING ITEM ON AGENDA:** City Manager

**AGENDA TOPIC:** Bond Counsel Engagement

**EXPLANATION OF TOPIC:** Based upon the City's need for review of the agreement for the Lease Purchase Agreement for the Fire Equipment we are engaging the assistance Miller Canfield Inc. We will also be using their services for the Road Improvement Program.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Memo from our Bond Counsel outlining their role, services to be provided, conflict of interest policy, and fees.

**POSSIBLE COURSES OF ACTION:** Approve or not approve the hiring of Miller Canfield Paddock and Stone PLC to assist the City in the Equipment Lease Purchase Agreement for Fire Equipment.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ to approve the hiring of Miller Canfield Paddock and Stone PLC to assist the City in the Equipment Lease Purchase Agreement for Fire Equipment.

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

PATRICK F. MCGOW  
TEL (313) 496-7684  
FAX (313) 496-8450  
E-MAIL [mcgow@millercanfield.com](mailto:mcgow@millercanfield.com)

Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL (313) 963-6420  
FAX (313) 496-7500  
[www.millercanfield.com](http://www.millercanfield.com)

MICHIGAN  
ILLINOIS  
NEW YORK  
OHIO  
WASHINGTON, D.C.  
CANADA  
CHINA  
MEXICO  
POLAND

July 20, 2021

Mr. Paul Zelenak  
City Manager  
City of South Lyon  
335 South Warren Street  
South Lyon, MI 48178-1317

Re: City of South Lyon Master Equipment Lease Purchase Agreement for Fire  
Equipment

Dear Paul:

We are delighted that our firm has been asked to assist the City of South Lyon (the "City") as Bond counsel in connection with the proposed Master Equipment Lease Purchase Agreement (the "Agreement") to finance the cost of certain fire department equipment. We value highly our relationship with the City and you may be assured of our prompt and complete attention to this financing. As you are aware, it is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as Bond counsel and the nature of our compensation.

## ***Bond Counsel's Role***

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Agreement. Our approving legal opinion with respect to the Agreement will be executed and delivered by us in written form on the date the Agreement is exchanged for its purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as Bond counsel, our client is the City and we will represent its interests. However our representation of the City does not alter our responsibility to render an objective opinion as Bond counsel. Upon delivery of the opinion our responsibilities as Bond counsel will be concluded with respect to the Agreement.

***Scope of Bond Counsel Services – What We Will Do***

As Bond counsel, we would provide the following services customarily performed by Bond counsel respecting the authorization, sale, issuance and delivery of Agreement:

1. Meet or consult with City officials, the City Council, if requested, and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials in the design of the financing program and timing schedules.
2. Prepare and/or review the Agreement, along with the necessary resolutions and other documents to authorize, issue and deliver the Agreement.
3. Examine the tax issues related to the Agreement (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt Agreements) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.
4. Prepare the Agreement for delivery to the purchaser. We will also participate in the delivery of the Agreement to the purchaser in order to handle legal matters that may arise at those times.
5. Give the approving opinion as to validity and enforceability of the Agreement and their authorizing documents and as to the exemption of the interest on the Agreement from federal and state income taxation, if applicable.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not municipal advisors under the federal Dodd-Frank Act. In no event, of course, would we presume to assume the responsibilities of the City or the professional responsibilities of any other advisor with respect to such non-legal matters.

***Additional Services***

We believe that the above services encompass the normal scope of Bond counsel activities.

Our services as Bond counsel do not include activities outside of that norm, such as condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise in connection with the Agreement. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Mr. Paul Zelenak

-3-

July 20, 2021

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Agreement, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Agreement, or in connection with any audit or examination of the Agreement by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

***Conflict of Interest Policy***

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another our firm has represented nearly every large and many smaller commercial and investment banks and other Bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as Bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as Bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the financing, we would advise the City before undertaking such representation.

***Fees***

It is our understanding that the City is considering the financing of approximately \$1,250,000 pursuant to the Agreement. Our compensation for the services described in this letter will be based solely on the number of hours worked by the persons performing the work. I will be performing most of the work at a discounted hourly rate of \$325 per hour, and we will cap our fees so as not to exceed \$2,500. In addition to our fee for services, we will bill you for all out-of-pocket expenses incurred in connection with this matter, including travel, mileage, document production, long-distance telephone, etc. Our customary practice is to submit our invoice for payment at the time of the delivery of the Agreement.



MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Paul Zelenak

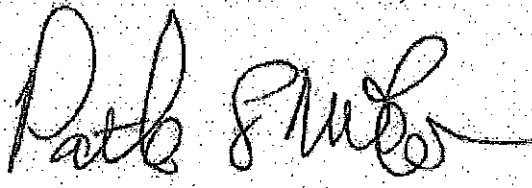
-4-

July 20, 2021

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Patrick F. McGow

37907777.1/088888.01672