

**Regular City Council Meeting
September 12, 2011
Agenda**

7:30 p.m. **Call to Order**
 Pledge of Allegiance
 Roll Call
 Minutes – August 22, 2011
 Monthly Bills
 Approval of Agenda
 Public Comment:

I. Old Business:

1. None

II. New Business:

1. Use of Municipal Parking for Pumpkinfest
2. Chamber Summer Fest Finale 2011 – Downtown Road Closures
3. Public Hearing for Interlocal Agreement
4. Proposed Contract with SMART
5. Proposed Contract with South Lyon Youth Assistance
6. Drinking Water Revolving Fund (DWRF)
7. Purchase of a Server
8. Purchase of a Alarm/Camera System
9. Affirm City Manager's Appointment to the DDA Board of Directors

III. Manager's Report

IV. Council Comments

V. Adjournment

**CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
AUGUST 22, 2011**

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

PRESENT: Mayor Wallace
Council Members: Cook*, Kivell, Kopkowski, Kramer, Morelli, and Wedell
City Manager Murphy
City Attorney Lee
City Clerk/Treasurer Zemke
Department Heads: Collins, Kennedy, Renwick and Martin

APPROVAL OF AGENDA:

City Manager Murphy stated that he would like to remove New Business #4 and add reimbursement from Oakland County for West Nile.

CM 8-1-11 APPROVAL OF AGENDA

Motion by Kivell, supported by Kopkowski

To approve the agenda as amended

VOTE:

MOTION CARRIED UNANIMOUSLY

APPROVAL OF MINUTES:

CM 8-2-11 – APPROVAL OF MINUTES- AUGUST 8, 2011

Motion by Kramer, supported by Wedell

To approve the minutes of the August 8, 2011 Regular Council meeting as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT:

Maggie Kurtzweil whose office is located at 417 S. Lafayette stated that she is here most importantly to tell Council and the community how fortunate they are to have a City Clerk with the character and ethics of Julie Zemke. She stated that she is well respected and regarded among her peers and profession and has earned a reputation of being fair and impartial. Although she has taken some responsibility for the mix-up regarding the filing deadline, it is her opinion that she did so out of dedication and commitment to the City, employees and residents. She further stated that in her eyes the blame does not lie with the City Clerk but rather the City Attorney. She stated that if the former Mayor, City Manager, etc. were provided with correct information from the City Attorney maybe some of the chaos and embarrassment could have been avoided. She wishes the City had better legal advice and further discussed the situation with former Mayor Doyle. She stated that the City Charter puts the City Attorney on the Election Commission and it is her opinion that it is not the City Clerk's responsibility to monitor changes in legislature, but rather that is why you have the City Attorney on the Election Commission. She stated that a couple of meetings ago, she watched a Council meeting where the City Attorney made a statement that if the vacancy on Council is not filled, then they would have to inform the Governor who would then make the appointment. However after many inquiries and investigation including a call to the Governor's office, she found nothing to support that statement. She discussed the appointments that the Governor does make. She stated that she would like to see what

authority he is relying on. She discussed the Statute that governs the appointment of a Council Member and discussed the City Charter. She further pointed out a problem within the Charter that was not addressed when the Charter was changed to reflect a seven-member Council versus a five member Council dealing with what is a quorum. She stated that when the change was made, it was not tracked throughout the entire document. In closing she stated that she would ask the City Council to move to terminate the contract with the City Attorney and the relationship with his firm. She would suggest that this be done immediately.

Cory Bala from the South Lyon Area Chamber of Commerce stated that he is here to ask permission for a road closure September 17, 2011 for their Summer Fun Finally with cruiser cars, beer tent, kids games, etc.. They tried to put something together earlier, but they are hoping to add to Pumpkinfest and promote it through this event. Chef Collins stated that he has only seen and signed off on the packet for the liquor license. He has not seen the packet for the road closure. Discussion was held on the road closure and proceeding with the request on a future agenda.

Lloyd Jones owner of Lake Street Merchantile located at 115 E. Lake Street stated that the City wishes to close downtown streets to have a party, however he owns a business in town and he believes that closing down the streets is not helping the businesses.

Nancy Kern of 450 W. Liberty Street stated she was present at the July 25th Council meeting and spoke at length regarding the tax abatement for Michigan Seamless Tube to expand their facility. She is against any type of expansion due to environmental concerns, etc. When she read the minutes of that meeting she felt that what she said was vastly misrepresented. After speaking with the City Clerk, she was informed that if she wanted to type something up, that it could be included in the minutes. City Clerk/Treasurer Zemke stated that she did inform Ms. Kern that those minutes were approved by Council and nothing could be added at this time, but if she wanted comments included in minutes verbatim, then they would have to be provided in writing. Ms. Kern provided written statements to be included in the August 22nd meeting minutes. She stated that the setting of the public hearing has been taken off the agenda, but when it is scheduled in addition to the 15 day meeting, the City also needs to notify the owner of any structure within 300 feet of the Tube Mill property. She further discussed the age of the tube mill and the surrounding homes. See attached statement from Ms. Kern.

OLD BUSINESS:

NEW BUSINESS:

1. Letter from Rod Cook

Mayor Wallace read the letter from Rodney Cook suggesting that he be appointed to the vacancy on Council. Mayor Wallace stated that he was one that felt that it would not be fair to fill the position, and did not feel we should give anyone a step up with the upcoming election. However, he would be in favor of this.

Councilman Kivell stated that he too is in favor of this. Councilman Wedell stated that he made his position known. He would support this as well. However he feels that the motion should come from one of those who opposed filling the seat. Council Member Kopkowski stated that she has no problem filling the seat and no problem with Mr. Cook. Her problem is that this was not done openly or announced to the public giving others the same opportunity. It feels like a back door move and is not comfortable with the way this came to the table.

Councilman Kramer stated that he stands by what he stated on July 11th. There is an election coming up in November. Mr. Cook is a great candidate for the position, but he does stand by his original position.

CM 8-3-11 – APPOINTMENT TO CITY COUNCIL

Motion by Kivell, supported by Wedell

To appoint Rodney Cook to the vacant Council seat

Mr. Cook stated that he felt that on a short-term basis he would be of value to the residents and to Council. Mayor Wallace stated that we are talking about approximately 5 meetings.

VOTE:

MOTION CARRIED (2 OPPOSED)

City Clerk/Treasurer Zemke administered the oath of office to Rodney Cook and he took a seat at the Council table.

2. Road Closure for Pumpkinfest

Mary Pool, Vice President of Pumpkinfest stated that they are asking for the same road closure as last year but are asking for a closure at noon on Friday until 8:00 p.m. on Sunday.

Chief Collins stated that his concern was that we are talking about a closure on Friday prior to or during rush hour. He does understand and sympathize with the difficult time they had trying to set up. They are making an effort to make Pumpkinfest bigger and better. With proper planning and detour routes we can try it and make adjustments the following year if needed. He further stated that all but two businesses have signed off. Diane's Doll House did give a verbal approval and Lake Street Merchantile has expressed their opinion about the road closure. At this time he recommends approval of the road closure.

Councilman Kramer asked if there is notice of the road closure that could be put in the paper. Chief Collins stated that he does understand that there will be a home Michigan Game that day and in the past they have made notification to the athletic department.

Councilman Cook stated that he does remember years ago there were earlier road closures. If there is notification they should be able to deal with it.

CM 8-4-11 – ROAD CLOSURE – PUMPKINFEST DOWNTOWN EVENT

Motion by Kramer, supported by Morelli

Resolved That Julie Zemke, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Pumpkinfest Downtown Event from September 30, 2011 until October 2, 2011 and the related road closures:

Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 12:00 noon on September 30, 2011 until 8:00 p.m. on October 2, 2011.

and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Update on proposed baseball/softball field

Diane Beagle, Secretary of the Parks and Recreation Commission provided a diagram of McHattie Park and the proposed baseball field. Brian Spaller and Dean Wickham of the South Lyon Junior League were present.

Diane Beagle discussed the utilization of all of the ball fields. She stated that there is currently over 1200 participating in the junior league. They play on all of the fields in the City's parks and schools. Most of those fields are adult sized fields and the demand for the small fields has greatly increased. She discussed future development of Volunteer Park. They are proposing a new smaller field at McHattie Park. She discussed the orientation of the field and shared outfield space. She further discussed the plans for new backstop for the existing field and new benches and protective fencing.

Councilman Cook stated that his concern is the baseball and how far the balls could be hit. Mr. Wickham discussed the orientation and the distance for the younger age groups including t-ball, coach pitch and a combination. Councilman Kramer stated that the coach pitch or T-ball kids are rarely hitting it into the outfield.

Ms. Beagle discussed the old back stop that would be upgraded, protective fencing, bleachers, etc. She stated that to address the need for parking, there is the parking to the west of the water treatment plant that is useable, but will need to be addressed in the future. She further stated that with the addition they will be able accommodate growth, they would have the ability to host tournaments with families, etc. coming to town to shop and eat in town. The maintenance of the fields would continue to be done by the Junior League. Funding will take some time and will include fundraisers and they have been researching grants. Their goal tonight is to present the idea to Council and hope that Council will ultimately approve the project and authorize a portion of the funding through the Parks and Recreation fund.

Councilman Kramer stated that it is a great idea and it will get more people to the park. He questioned the quotes and asked if the bleachers could be done at a later date. Mr. Spaller stated that everything is up for discussion and the bleachers could be done at a later date.

Councilman Wedell questioned replacing the old back stop. He can remember the girls' softball losing balls in the creek. Mr. Spaller discussed the ages that would be playing.

Council Member Kopkowski questioned the difference in fencing prices. Mr. Spaller discussed the quotes and the elimination of some of the fencing.

Councilman Morelli asked if there are other groups that use the fields other than the Junior League. City Clerk/Treasurer Zemke stated that although the Junior League is the largest user, there are other groups that reserve the field.

Further Discussion was held on funding. Councilman Cook asked the residency of the users and asked if there is any source of funding coming from other jurisdictions. He stated that our role is not to provide recreation for all of the surrounding communities and asked if there has been any contact with the South Lyon Area Recreation. Mr. Paul Dolan of the South Lyon Junior League stated that there are 1400 members of the Junior League and they do not all live within the City so there is funding coming from outside the City. He further discussed the benefits to the City. Councilman Cook stated that he understand the benefit to the community.

Councilman Kramer stated that this is a wonderful idea and asked how much money the Junior League puts into the upkeep of the fields. Mr. Dolan stated that in the past five years they have put \$24,000 into the school's ball fields. He further discussed the money they put into the diamonds.

Mr. Dolan stated that they are coming to the City to help put a ball field at McHattie Park. Ms. Beagle stated that the Commission was under the impression that when the funds were designated for Parks and Recreation that they money could be used to go after grants and off-set some of these costs. Their goal is to get half of the money. Councilman Kivell stated that you can look at the money from the Junior League essentially as grant monies. Discussion was held on the condition of the fields in Lyon Township.

Discussion was held on time frame. Ms. Beagle stated that they are looking for next summer.

Mr. Dolan discussed possibly putting up a thermometer at McHattie Park to show their goal and how they are reaching that goal to possibly gain more community support.

Discussion was held on providing a sense of Council or approval of the concept.

CM 8-5-11 – PROPOSED MCHATTIE PARK BALL FIELDS

Motion by Cook, supported by Kopkowski

To approve the concept proposed by the South Lyon Recreation Commission and the South Lyon Junior League for the ball diamonds at McHattie Park

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Set Public Hearing for Michigan Seamless Tube Tax Abatement – Deleted from the Agenda

4. West Nile Virus

Superintendent Renwick stated that this is part of the Oakland County West Nile Virus Fund process. He stated that we have provided insect repellent for residents and applied mosquito larviciding to catch basins. We need to have a resolution approving the program and requesting reimbursement. The amount allotted to the City this year is \$1,463.72.

CM 8-6-11 – PROPOSED MCHATTIE PARK BALL FIELDS

Motion by Wedell, supported by Morelli

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focused adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, the City of South Lyon, Oakland County, Michigan supports and authorizes the 2011 expenditure and application submittal for reimbursement of expenses in connection with mosquito control activities eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW, THEREFORE BE IT RESOLVED, that this City Council authorizes and directs its City Manager, as agent for the City of South Lyon, in the manner and to the extent provided under Oakland County Board of Commissioners, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

Mayor Wallace stated that he has seen our DPW putting the pellets in the catch basins and reminded people to eliminate buckets of water and other sources for breeding mosquitos.

VOTE:

MOTION CARRIED UNANIMOUSLY

1. Witch's Hat Run

Chief Collins stated that he received a request from the Cross Country Coach for closure of 11 Mile for the Fall Witch's Hat Run. Historically, they have used only one officer to come in for overtime and typically use one officer from the patrol shift.

CM 8-7-11 – ROAD CLOSURE – WITCH'S HAT RUN

Motion by Kramer, supported by Cook

Resolved That Julie Zemke, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permit to conduct the 2011 Fall Witch's Hat Run on September 10, 2011 at 9:30 a.m. and the related street closures:

Eleven Mile Road – East Drive of South Lyon High School to Eagle Heights Dr.

Martindale Road – Arrow to Eleven Mile Road

And that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend, and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Mobile Video System Replacement

Chief Collins stated that unfortunately, the company that we have used in the past for our prior video systems has gone out of business. Of the 6 patrol cars only 2 have systems that are working despite trying to find parts and source for repairs. Our only option is to either not have an in-car system or replace the system. In trying to get bids, they were only able to get one solid bid from L3 Mobile Vision, Inc. The two primary values to having the system is to support officer testimony in court and excessive force claims.

Councilman Wedell stated that he is a strong proponent of in-car video systems. He asked how long L3 has been in business. Chief Collins stated that Lt. Sharp did the research. He did question the likelihood of L3 going out of business like our previous company. He has indicated that it is a much larger company. He further stated that he could provide the research. Councilman Wedell asked where some of the other departments are buying their cameras. Chief Collins stated that Novi is going with Panasonic. Discussion was held on attempts to get a quote from Panasonic. Councilman Wedell asked about County or State bids. Chief Collins stated that we could do some additional research and come back to Council.

Mayor Wallace asked the urgency. Chief Collins stated that we have survived this long, another meeting or two would not hurt. Councilman Wedell stated that he would not like to see us go more than one meeting, but would like to see additional bids. Councilman Kivell stated that he would like to see what some of the other communities are doing. Chief Collins stated that he would be more than willing to do some additional investigating.

CM 8-8-11 – PURCHASE OF MOBILE VIDEO SYSTEM REPLACEMENT

Motion by Wedell, supported by Kramer

To table consideration of the Replacement Mobile Video System

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Resignations/Appointments

Mayor Wallace stated that Joseph Rzyzi has resigned from the ZBA because he is running for City Council. This is a charter provision.

CM 8-9-11 – ACCEPTANCE OF RESIGNATION

Motion by Kramer, supported by Wedell

To accept the resignation from Joseph Rzyzi from the Zoning Board of Appeals

VOTE:

MOTION CARRIED UNANIMOUSLY

Mr. Frank Fogarty of 61349 Roaringbrook Drive was present and has made application to fill the vacancy.

CM 8-10-11 – APPOINTMENT TO THE ZONING BOARD OF APPEALS

Motion by Wallace, supported by Kopkowski

To appoint Frank Fogarty to the Zoning Board of Appeals to the term left by Joseph Rzyzi

VOTE:

MOTION CARRIED UNANIMOUSLY

MANAGER'S REPORT:

City Manager Murphy stated that the Governor required dashboard and citizen's guide should be up and running within the next two weeks.

City Manager Murphy gave an update on the culvert on McMunn.

COUNCIL COMMENTS:

Council Member Kopkowski welcomed newly appointed Councilman Cook.

Mayor Wallace stated that he would like to address Ms. Kern's comments. He stated that he is pleased that the Tube Mill is working day and night. They have been good to the City over the years, and he does not feel that we should get in the way of them improving their business.

Mayor Wallace stated that Depot Day is September 10th. It is a great event for kids.

Mayor Wallace stated that the 29th year of SLCTV football begins this Friday.

ADJOURNMENT:

CM 8-11-11 ADJOURNMENT

Motion by Cook , supported by Kramer

To adjourn the meeting at 8:53 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd M. Wallace
Mayor

Julie C. Zemke
City Clerk/Treasurer

To: South Lyon City Council

From: Nancy Kern

Re: July 25, 2011 City of South Lyon City Council Meeting Minutes

I am hereby requesting that the following transcript from the South Lyon City Council Meeting of July 25, 2011 be added to the minutes of that meeting. What I said was not transcribed accurately and misrepresented what I actually did say.

Public comments of Nancy Kern, 450 W. Liberty St., South Lyon

My name is Nancy Kern. Can you hear me okay? Nancy Kern 450 W. Liberty St., here in the beautiful City of South Lyon. And I'm here tonight, first of all, I'd like to thank the City Council for what I think they're doing an excellent job for the most part. I don't always agree, as you know with some of the decisions but I think, for the most part you're doing a wonderful job. And, also, especially Mr. Renwick at the DPW – I think he's doing a superb job; and also Mr. Martin as well. I think he's doing a superb job. But I'm here tonight to talk about the Michigan Seamless Tube – about the tax abatement possibility and I just want to say that I am for tax abatement s, I'm for more jobs to bolster the economy, but I'm not in favor of this. I'm totally against it, totally against the expansion at their South Lyon facility. Since 2004, MST has been under a Corrective Action Consent Order # 1110204 for the investigation and clean-up of hazardous waste and toxic chemicals at their site and outside the borders of their site, under the supervision of the Hazardous Waste Section of the Michigan Department of Environmental Quality. The contamination investigation is ongoing and this year will include developing background metal concentrations in groundwater at upgradient monitoring wells and completing the mill scale delineation on the Northwestern property border. That work for groundwater monitoring events, soil sampling, leach testing, etc. is currently under way and a final report is expected to be submitted by early 2012. I get this information from Mr. Joe Rogers who is a geologist overseeing the project from the Resource Management Division at the Michigan DEQ. He says regarding my question about the schedule for implementation of corrective measures and completion of the project, "It is still uncertain and I cannot provide you with a definite time frame." Now the mill scale on the property and what they suspect may be outside the property line will be analyzed for levels of arsenic, cobalt, copper, iron, manganese, molybdenum, nickel, zinc and chromium. The continuation of the well monitoring will include the site levels for arsenic, iron, manganese, molybdenum, and lead. Okay, so we really don't know how many more years it will take to implement the corrective measures and complete the project. From 2004 until now it's already been seven years. The MST property since 1998, has a "Declaration of Restrictive Covenant" on it stating that "the owner shall not disturb the final cover, liners, and components, of any containment system or the function of the monitoring systems on or in the property. Also, no one shall engage in any development, including any filling, grading, excavating, building, drilling or mining on the property following the completion of the remediation without obtaining prior written authorizations from the Director of the Michigan Department of Environmental Quality. In 2004, MST received a \$9 million Economic Development Corporation limited obligation revenue bond to finance their project plan which they were supposed to complete within three years. Their project plan included the

construction and equipping of a new addition to the cold mill to be used as a small diameter product finishing line, costing \$3,545,000.00. In 2009, I checked with the then City of South Lyon Building Inspector, Joe Veltri, and he told me no permit was issued for the construction of that addition. According to Mary Langhauser at the Oakland County EDC, if they didn't use the money for what it was intended for with three years, they were supposed to give the money back. I was informed by the attorney from the Oakland County EDC that the bond holder, U.S. Bancorp, was responsible for monitoring and reporting to the IRS what MST did with the bond funds, not the Oakland County EDC. I sent a FOIA request to US Bancorp, asking for the information on how the money was used. They refused to give it to me. Before Mr. Jeff Potter passed away, he was working with me and representing me to the Oakland County EDC to try to get some answers. And, unfortunately, he passed away. I think that he was told that he was not able to get the information too. So, after that, in February of this year, I approached Mr. Phil Wiepert. Mr. Wiepert, if you're watching, you know I was in your office of February of this year and I asked you to follow up where Mr. Potter left off. And he said that he would, as the new Commissioner, he would follow up and get the answers for me. As of this date, he has not contacted me with any answers. In closing, just a minute now, most of you now sitting on the City Council may remember my neighbors and I complaining to you at the City Council meetings a couple of years ago about the very much increased level of noise coming from the tube mill, especially at night when we are trying to sleep. After nothing was done to mitigate the noise level, I personally had to spend a few thousand dollars to replace the upper level windows with sound proofing glass so I could get some sleep at night. Now, in closing, I just want to say that ... Oh, before I close, I have a copy of the South Lyon paper which has the article about the tax abatement for the mill, someone responded to the article, when they heard about "Michigan Seamless Tube clears first step in earning tax abatement", they made a comment from ID MI0498797 and I quote, "So if Michigan Seamless Tube does plan to expand or improve their South Lyon location, what are they and/or the City of South Lyon going to do to reduce or limit the amount of noise that their facility causes? I live about a mile away from their facility myself and I can hear their noise when I'm outside my home. While I have come to accept this as part of living in South Lyon, I would not want MST's noise to increase and the result of a possible expansion in South Lyon. Can we do some investigative journalism on this, Observer team? Thanks." Okay, in closing, I am stating that I am very concerned about the safety of the environment and the quality of life for not only myself but also for the neighboring communities surrounding the tube mill. It's also about accountability and responsibility of our elected officials. And so I'm saying if they want that tax abatement, do it in Gibraltar, contaminate that property. Thank you.

Please add the following, in its entirety to the minutes of tonight's meeting on August 22, 2011:

Public Comment:

My name is Nancy Kern residing at 450 W. Liberty St., South Lyon.

I know you're going to set the time for the Public Hearing for the Michigan Seamless Tube Tax Abatement Proposal at this meeting. I hope you will do your research and understand that, in addition to posting a Notice of the Public Hearing in the local newspaper at least 15 days prior to the meeting, you also need to and I quote from Michigan Compiled laws:

"125.3103 Notice; publication; mail or personal delivery; requirements.

Sec. 103.

(1) Except as otherwise provided under this act, if a local unit of government conducts a public hearing required under this act, the local unit of government shall publish notice of the hearing in a newspaper of general circulation in the local unit of government not less than 15 days before the date of the hearing.

(2) Notice required under this act shall be given as provided under subsection (3) to the owners of property that is the subject of the request. Notice shall also be given as provided under subsection (3) to all persons to whom real property is assessed within 300 feet of the property that is the subject of the request and to the occupants of all structures within 300 feet of the subject property regardless of whether the property or structure is located in the zoning jurisdiction. Notification need not be given to more than 1 occupant of a structure, except that if a structure contains more than 1 dwelling unit or spatial area owned or leased by different persons, 1 occupant of each unit or spatial area shall be given notice. If a single structure contains more than 4 dwelling units or other distinct spatial areas owned or leased by different persons, notice may be given to the manager or owner of the structure, who shall be requested to post the notice at the primary entrance to the structure.

(3) The notice under subsection (2) is considered to be given when personally delivered or when deposited during normal business hours for delivery with the United States postal service or other public or private delivery service. The notice shall be given not less than 15 days before the date the request will be considered. If the name of the occupant is not known, the term "occupant" may be used for the intended recipient of the notice.

(4) A notice under this section shall do all of the following:

(a) Describe the nature of the request.

(b) Indicate the property that is the subject of the request. The notice shall include a listing of all existing street addresses within the property. Street addresses do not need to be created and listed if no such addresses currently exist within the property. If there are no street addresses, other means of identification may be used.

(c) State when and where the request will be considered.

(d) Indicate when and where written comments will be received concerning the request."

Many people are under the impression that Michigan Seamless Tube, built in 1927, was built prior to any of the residential homes surrounding its boundaries. Regarding noise complaints I've made in the past against MST, I've been told the tube mill was here first. This is not true. The following residences in the 400 block of West Liberty were built prior to 1927 and are less than 300 feet from the border of MST: 451: 1910, 445: 1925, 439: 1900, 425: 1890, 415: 1918, 450 (my home): 1923, 438: 1910, 424: 1910, 416: 1918, and 124 Mc Munn @ W. Liberty: 1910. There are only a few homes in the 400 block of W. Liberty that were built after 1927 but their property lines are still less than 300 feet from the MST's property line. Besides residential properties with 300 feet of MST, you should check into the other residential properties on the streets bordering MST to see if they are also within 300 feet of the mill.

Thank you.

MICHIGAN ZONING ENABLING ACT (EXCERPT)
Act 110 of 2006

125.3103 Notice; publication; mail or personal delivery; requirements.

Sec. 103.

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(c) State when and where the request will be considered.

(d) Indicate when and where written comments will be received concerning the request.

History: 2006, Act 110, Eff. July 1, 2006 ;-- Am. 2008, Act 12, Imd. Eff. Feb. 29, 2008

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Rendered 8/22/2011
08:52:26

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Michigan Compiled Laws Complete Through PA Compiled through Act 76 and includes 78-83, 85,
89, 94-97, 99, 100, 103, 104, 106-108, 110, 113-119, 121-124, 126 & 127 of 2011

Courtesy of www.legislature.mi.gov

AGENDA NOTE

New Business: Item #1

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Pumpkinfest 2011 – Use of Parking lot

EXPLANATION OF TOPIC: A request was received for the use of the municipal parking lot at the northwest corner of Lafayette and Liberty for Friday, September 30, 2011 at 12:00 noon until Sunday, October 2, 2011 at 8:00 p.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Request from Scott Black and proof of insurance.

POSSIBLE COURSES OF ACTION: Approve/do not approve the use of the parking lot at the northwest corner of Lafayette and Liberty.

RECOMMENDATION: Approve the requested use of the parking lot.

SUGGESTED MOTION:

Motion by _____, supported by _____ to allow the Pumpkinfest to use the municipal parking lot at the northwest corner of Lafayette and Liberty.

David Murphy

From: Scott Black [scottblack87@hotmail.com]
Sent: Friday, September 02, 2011 9:31 AM
To: David Murphy; Chief Lloyd Collins
Cc: Holly Gerdson; kim thompson
Subject: Pumpkinfest use of the City Parking Lot next to Crossroad bldg
Attachments: VIRTU-199999.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

David -
As discussed this is a formal request of the 2011 Pumpkinfest board for the use of the City parking lot adjacent to the Crossroad building.
We are planning on having the following within the lot:

- 1.) 60' long "gaming" trailer (see attached copy of insurance)
- 2.) Generators for the event
- 3.) Possible additional bouncies

Please let me know me if this request is acceptable to you or if you have any additional questions.
Thanks

Scott Black



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BM

DATE (MM/DD/YYYY)

07/15/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Blackmore Rowe Agency, Inc.
PO Box 256
Durand, MI 48429
Beverly A. Miller AAI, CISR

989-288-2654
989-288-6360

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:
PRODUCER
CUSTOMER ID #: VIRTU-1

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : West Bend

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Virtual Creations LLC
DBA Play 1st Mobile Gaming
12590 Julmar Dr
Byron, MI 48418

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		NSQ1464976	07/01/11	07/01/12	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ WC STATU-TORY LIMITS OTH-ER
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mobile Gaming.

CERTIFICATE HOLDER

OAKLACC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Beverly A. Miller AAI, CISR

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AGENDA NOTE

New Business: Item #2

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Chamber Summer Fest Finale 2011 – Downtown Road Closures

EXPLANATION OF TOPIC: A request was received for a permit for the Summer Fest Finale Downtown Event and associated road closures planned for Saturday, September 17, 2011 from 12:00 noon until Sunday, September 18, 2011 at 1:00 a.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: application, map, sign-off list, memo from Chief Collins, insurance certificate, road closure resolution.

POSSIBLE COURSES OF ACTION: Approve/do not approve the requested road closures.

RECOMMENDATION: Approve the requested closures.

SUGGESTED MOTION:

Motion by _____, supported by _____

Resolved That Julie Zemke, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Chamber Summer Fest Finale Downtown Event from September 17, 2011 until September 18, 2011 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 12:00 noon on September 17, 2011 until 1:00 a.m. on September 18, 2011; and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief of Police



Memorandum

To: David Murphy, City Manager

From: Chief Lloyd T. Collins

Subject: Chamber Summer Fest Finale 2011 – Downtown Event/Road Closures

Date: September 2, 2011

I have received a permit request for the above-mentioned event. The road closures for the downtown event are scheduled from 12:00 noon on Saturday, September 17, 2011 until 1:00 a.m. on Sunday, September 18, 2011. It should be noted that two business owners, (Lake St. Tavern and Lake St. Mercantile), have not approved the requested road closures.

The Police Department will work closely with event organizers and city staff to facilitate the event and control traffic. Therefore, I have approved the event and have so notified the organizers. I have attached a copy of the application and approval for your review, and for inclusion on the City Council agenda, relative to necessary road closures.

c: Lt. Steve Sharpe
Julie Zemke, Clerk/Treasurer
Steve Renwick, DPW
Mike Kennedy, Fire Chief



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DR

DATE (MM/DD/YYYY)

09/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hartland Insurance Agency Inc.
PO Box 129
Hartland, MI 48363-0129
James W. Campbell

810-632-5161

810-632-6775

CONTACT

NAME:

PHONE:

(A/C, No. Ext):

E-MAIL:

ADDRESS:

PRODUCER:

CUSTOMER ID#:

SOUTH-3

FAX:

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Specialty Insurance

16350

INSURER B: Citizens

31534

INSURER C: CNA Surety

INSURER D:

INSURER E:

INSURER F:

INSURED
South Lyon Area Chamber of
Commerce
127 N Lafayette Street
South Lyon, MI 48178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NSQ1425338	05/01/11	05/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	DEDUCTIBLE RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WDH9191267	06/24/11	06/24/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	BOND			61126313	09/17/11	09/18/11	Liq Bond 1,000
A	Liquor Liability	X		NSQ1483652	09/17/11	09/17/11	Liq Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITYSO3

City of South Lyon
Attn: Mike J
335 S Warren Rd
South Lyon, MI 48178

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James W. Campbell

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CUSTOMER NO. 0110522673

R N50

GENERAL LIABILITY DECLARATION

POLICY NUMBER NSQ 1425338 00

NEW BUSINESS

INSURED NAME: SOUTH LYON AREA CHAMBER OF

FORMS SCHEDULE

NUMBER	DESCRIPTION
CG2011	01/96 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG2026	07/04 ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION
CG2101	11/85 EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
CG2144	07/98 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG2150Z	09/89 AMENDMENT OF LIQUOR LIABILITY EXCLUSION
NS0013	04/99 EXCESS PROVISION
NS0031	06/08 EXCLUSION-DESCRIBED HAZARDS FIREWORKS
WB144	10/99 VOLUNTARY PROPERTY DAMAGE COVERAGE
WB1460	07/08 AMENDMENT-WHO IS AN INSURED
WB2000	07/08 PLUS PAK - LIABILITY
NS0273	07/08 LIMITED FUNGI COVERAGE
CG2170	01/08 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2155	09/99 TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
IL0017	11/98 COMMON POLICY CONDITIONS
NS0029	04/99 EXCLUSION-DISCRIMINATION
WB1958	07/98 EXCLUSION - LEAD LIABILITY
CG0001	12/07 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2147	12/07 EMPLOYMENT-RELATED PRACTICES EXCLUSION
IL0021	09/08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD)
IL0286	09/08 MICHIGAN CHANGES-CANCELLATION AND NONRENEWAL
WB660	01/09 TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
WB1468	01/09 EXCLUSION-ASBESTOS OR ASBESTOS PRODUCTS
CG0068	05/09 REC AND DISTR MATERIAL OR INFO IN VIOLATION OF LAW EXCL
CG0168	13/09 MICHIGAN CHANGES

FORM NO. GLFORMSINV 02/09

ISSUED 05/31/2011

AGENT COPY

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood.

*Gene,
Please see above. Your policy
affords you Host Liquor
Liability.*

See above

*As long as you are
not charging for liquor. Also
as long as it doesn't require a
license or is for financial gain
or livelihood.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – NOT OTHERWISE CLASSIFIED

This endorsement modifies Insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization (Additional Insured):

City of South Lyon, all elected and appointed officials, all employees and
volunteers, all boards, commissions, and/or authorities and board members,
including employees and volunteers.
335 S Warren Rd
South Lyon, MI 48178

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule as an additional insured, but only with respect to liability incurred solely as a result of some act or omission of the named insured.

It is further understood and agreed that the designation of the entity named as an additional insured does not increase or alter the limit of liability, nor the scope of coverage of this policy.

The coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance, whether contingent, excess or primary.

This endorsement provides no coverage to the additional insured for its liability arising out of the claimed negligence, statutory liability or fault of the additional insured.

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Motion by _____, supported by _____

Resolved That Julie Zemke, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Chamber Summer Fest Finale Downtown Event from September 17, 2011 until September 18, 2011 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 12:00 noon on September 17, 2011 until 1:00 a.m. on September 18, 2011.

and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

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, State of Michigan, at a regularly scheduled meeting of September 12, 2011, 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.

Julie C. Zemke
City Clerk/Treasurer

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One One Day Liquor

bond with bond number 61128313

for South Lyon Area Chamber of Commerce

as Principal in the penalty amount not to exceed: \$ 1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Senior Vice President with the corporate seal affixed this 10th day of August,
2011.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

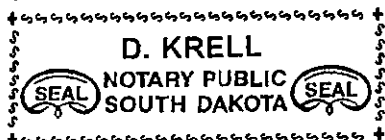
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 10th day of August, 2011, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires November 30, 2012

D. Krell

Notary Public

Bond No. 61128313

Michigan Department of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive - P.O. Box 30005 - Lansing, MI 48909-7505
(517)322-1326 or (517)322-6362

PART 2

**BOND OF SPECIAL LICENSE FOR SALE OF
BEER, WINE & SPIRITS FOR CONSUMPTION ON THE PREMISES**

(Authorized by MCL 436.1801(1)(b))

NOTICE: Bonding company must attach
power of attorney to this form.

APPLICANT

Name of Organization South Lyon Area Chamber of Commerce
Location Name and Address where event is to be held Chamber Summer Fest Finale
N. Lafayette Street between Whipple Street & Lake Street
City South Lyon Twp. _____ County Oakland State Michigan

KNOW ALL MEN BY THESE PRESENTS, That the above applicant, as principal,

and WESTERN SURETY COMPANY

of 101 South Phillips Avenue Street, City of Sioux Falls State of South Dakota
have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in
the Sum of One Thousand (\$1,000.00) Dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors,
administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 10th day of August 2011 A.D.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the principal shall well and truly keep and perform all and
singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and
singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations
promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of
this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission, and

CONDITIONED FURTHER, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any
time sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the
said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons
either in person or in property of means of support or otherwise, by reason of the said principal, selling, furnishing, giving or delivering any
such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

AND THE OBLIGORS, for themselves, their heirs, executors, administrators, successors and assigns do further covenant and agree with the
State of Michigan, as follows:

1. That this bond shall be effect for a period commencing at 7:00 a.m. on the 17th day of September
2011 A.D., if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of
receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part
of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations
of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the
bond.

2. That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the
regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

WITNESS OUR HANDS AND SEALS this 10th day of August 2011 A.D.

* (X) Gene Bobic
SIGNATURE OF OFFICER OF SPECIAL LICENSE APPLICANT

Paul T. Bruflat, Senior Vice President
Attorney-in-Fact (print or type name)

WESTERN SURETY COMPANY
Surety Company

Gene Bobic
PRINT OR TYPE OFFICER'S NAME AND TITLE

Paul T. Bruflat
Attorney-in-Fact Signature
101 S. Phillips Ave.,
Sioux Falls, SD 57104-6703
Business Address

Telephone (605) 336-0850

Please make sure an officer of the organization has signed the Bond



SOUTH LYON POLICE DEPARTMENT

219 Whipple
South Lyon, Michigan 48178
Ph: (248)437-1773 / Fax: (248)437-0459
Lloyd T. Collins
Chief of Police

Rec. 08/25/11
H

BLOCK PARTY APPLICATION

Date Application Submitted: _____ Requested Block-off Date: 9-17-11
Applicant / Contact's Name: Gene Bobic / SLACC PH #: 248-437-3257
Applicant Address: 127 N. Lafayette, S. Lyon, MI 48178

Block-off Time: NOON Block-off removal Time: 1:00 AM

Street Names to be blocked off: _____

(MAP ATTACHED) Lafayette & the corner of Liberty; Liberty opened.
CORNER OF Lake St. & Wells - Wells opened; Lake St. To
the alley behind the Herald with the alley opened;
Lafayette and the corner of Whipple with Whipple open.

1) Print ALL LAST NAMES and ADDRESSES participating in the Block Party. (ALL residents within the blocked-off area must agree to the block-off)

See attached NORMS
NORMS - [Signature] 115 W. Lake St
S. Lyon, MI

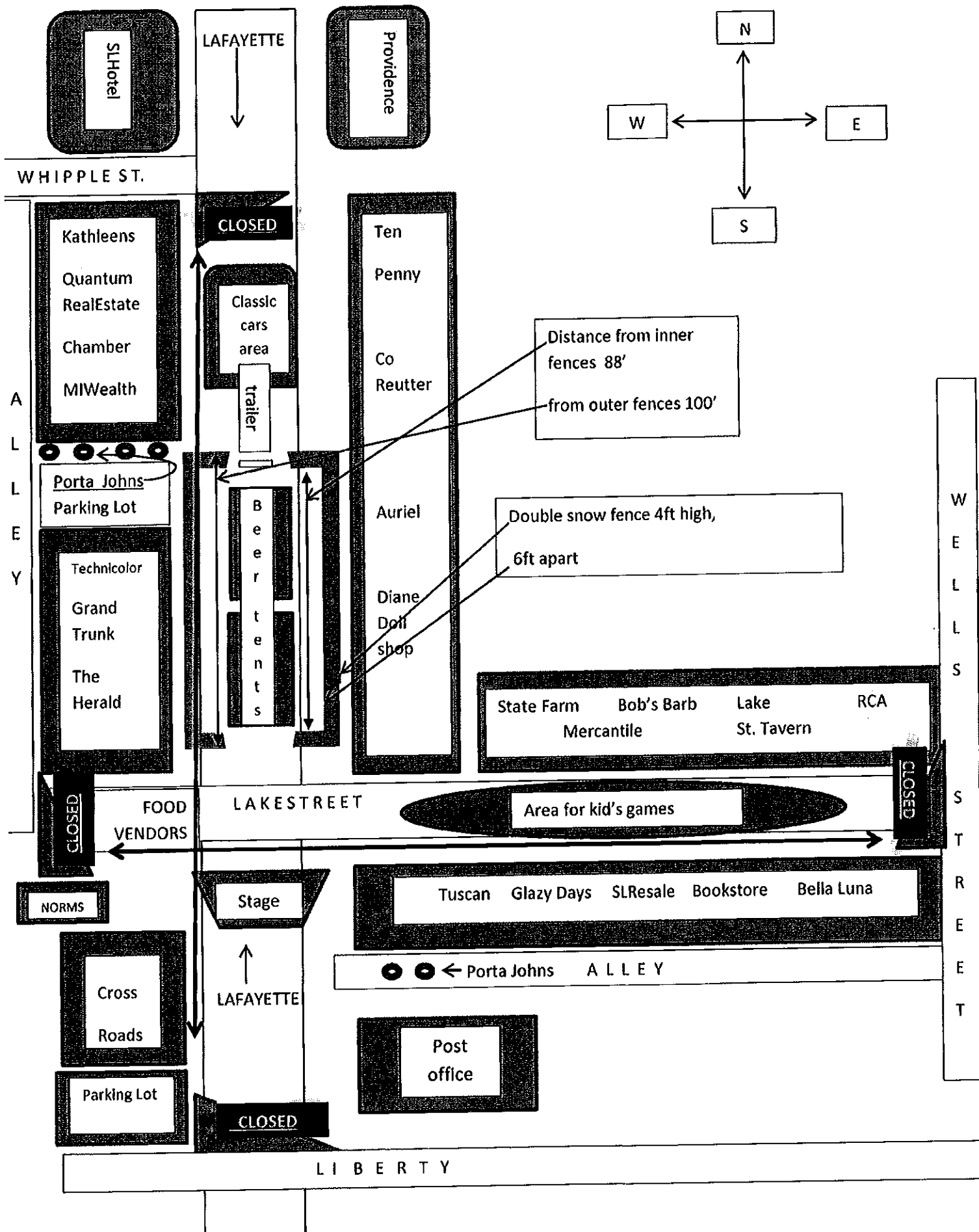
2) ATTACH sheet of paper with SIGNATURES and ADDRESSES of all residents agreeing to the Block Party.

Gene Bobic
Applicant's SIGNATURE

APPROVED ☒

DENIED ☐

Chief Lloyd T. Collins 09/02/11
Lloyd T. Collins, Chief of Police



Sept. 17, 2011

Lafayette

ROAD CLOSURE NOON - 1:00AM

Janet Uelande

125

Lafayette Uelande Law Office

Gene Bobie

127

"

chamber Office

~~XXXXXXXXXXXXXXXXXXXX~~

125

MI WELTH NGT

"

DIVINE YOGA 105

Kathy Jarore

129

Quantum "

Quantum R.E

~~XXXXXXXXXXXXXXXXXXXX~~

124

Ten penny "

Ten Penny

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116

"

Co - Reuther

~~XXXXXXXXXXXXXXXXXXXX~~

116

"

SPECIALTY Medicine

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110

"

PHILLIPS TRAVEL

Michelle Lee

104

~~XXXXXXXXXXXXXXXXXXXX~~

Michelle's

~~XXXXXXXXXXXXXXXXXXXX~~

Dana Hart

101 Lafayette

~~XXXXXXXXXXXXXXXXXXXX~~ Herald

G. McCall

131 N. Lafayette St.

Kath Leens

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

Asa M. Brown

105 N. Lafayette

GRANDE TRUNK

Diane Rantz

102 N. Lafayette

DIANES Doll Hou

(Hans Taekwon Do Academy)

131 Lake St

HAN'S Taekwon D

Lake St

~~XXXXXXXXXXXXXXXXXXXX~~

121

Lake ST STATE FARM INS

123

Lake ST STATE FARM INS

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Marlynn Smith

120

Lake ST Resale Shop

fr Blue

116

Lake ST Lyons Den Book Shop

Bob Wanka

110

Lake ST DIANE Pitak DR

(will)

111 W. W. W.

101 Lafayette Tuscan

Kolst W. W.

~~XXXXXXXXXXXXXXXXXXXX~~ 111 Lake Bob's

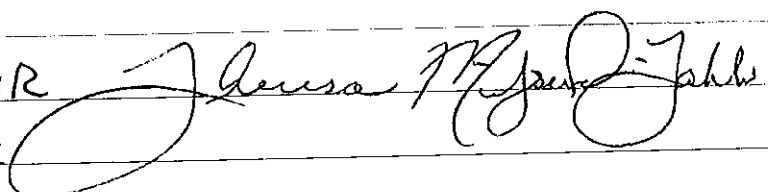
Chall W. W.

101 S Lafayette GLAZY D

100 Northern

126 E. Lake St. THE LYON Theatre

Road Closure Sept. 17, 2011 Chamber Summer Fun
FINALE
~~1200~~ 1200 - 1:00

- 1.) NORMS
115 W. Lake ST.
S. Lyon (See previous page for signature)
- 2.) UNFORGETTABLE HAIR
105 N. LaFayette
S. Lyon 
- 3.) ~~XXXXXXXXXX~~ Jarratt ARCHITECTURE
108 N. LaFayette
S. Lyon, MI
248.446.1100
OK-per-verbal
248-568-5200

Business Name	Address	City, State	Signature
South Lyon Hotel	201 N. Lafayette	South Lyon, MI	Erin Be
Kathleens		South Lyon, MI	
Quantum Real Estate		South Lyon, MI	
MI Wealth Management		South Lyon, MI	
Technicolor	N/A	South Lyon, MI	
Grand Trunk		South Lyon, MI	
The Herald		South Lyon, MI	
Jan's Skin Spa	105 N. Lafayette	South Lyon, MI	Janice Eldon
Ten Penny		South Lyon, MI	
Providence Medical Center	N/A	South Lyon, MI	
Co. Reutter		South Lyon, MI	
Auriel	108 N. Lafayette	South Lyon, MI	Theresa
Diane's Doll Shop		South Lyon, MI	
State Farm		South Lyon, MI	
Bob's Barber Shop		South Lyon, MI	
Lake St. Tavern	N/A	South Lyon, MI	

[illegible]

CERTIFICATE OF LIABILITY INSURANCE

Date(mm/dd/yy)
8/24/2011

Producer

JM Wilson Corporation
8036 Moorsbridge Rd
Portage, MI 49024

Insured

SOUTH LYON AREA PUMPKINFEST
PO BOX 696
SOUTH LYON, MICHIGAN 48178

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

Insurer A: MARKEL INSURANCE COMPANY

Insurer B:

Insurer C:

Insurer D:

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusion and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER: This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Insr Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability	MB00006308	08/19/2011	08/19/2012	General Aggregate	\$ 2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Products - Comp/Op Agg	\$ 2,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Personal & Adv Injury	\$ 1,000,000
	<input type="checkbox"/>				Each Occurrence	\$ 1,000,000
	<input type="checkbox"/>				Fire Damage (Any one fire)	\$ 100,000
	<input type="checkbox"/>				Med Exp (Any one person)	\$ 5,000
	<input type="checkbox"/>					
**	Automobile Liability				Combined Single Limit (Each Accident)	\$
	<input type="checkbox"/> Any Auto				Bodily Injury (Per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (Per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage (Per accident)	\$
	<input type="checkbox"/> Hired Auto					
	<input type="checkbox"/> Non-Owned Autos					
	<input type="checkbox"/>					
**	Garage Liability				Auto Only - Each Accident	\$
	<input type="checkbox"/> Any Auto				Other than Auto only	Ea Acc \$ Agg \$
	<input type="checkbox"/>					
**	Excess Liability				Each Occurrence	\$
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Aggregate	\$
	<input type="checkbox"/> Deductible					\$
	<input type="checkbox"/> Retention \$					\$

Description of Operations/Locations/Vehicles/Exclusions added by endorsements/Special Provisions
THE CITY OF SOUTH LYON, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS ARE HEREBY ADDED AS ADDITIONAL INSURED BUT ONLY IN RESPECT TO THE ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AS IT PERTAINS TO THE ACTIVITIES OF PUMPKINFEST.

Certificate Holder

CITY OF SOUTH LYON
335 SOUTH WARREN
SOUTH LYON, MICHIGAN 48178

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

Portage, MI

David Paul Wilson

AGENDA NOTE

New Business: Item #3

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: DPW

AGENDA TOPIC: Interlocal Agreement

EXPLANATION OF TOPIC: Interlocal Agreement between communities allowing Suburbs Alliance to seek out grants unavailable to 501c3 corporations for city business and city resident's usage, and letter from Sam Often, Energy Programs Director, Michigan Suburbs Alliance.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo, Agreement

POSSIBLE COURSES OF ACTION: Approve agreement/do not approve agreement.

RECOMMENDATION: Approve agreement

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Interlocal Agreement between the Cities of Roseville, Lathrup Village, Lincoln Park, South Lyon, Southgate, Sterling Heights and the County of Washtenaw to be signed by the Mayor and City Clerk.



A Memorandum from
The
City of South Lyon
Department of Public Works
Steven S. Renwick, Superintendent

Date: September 7, 2011
To: Dave Murphy, City Manager
Subject: Interlocal Agreement

This agreement is for the purpose of establishing and creating the SOUTH EAST MICHIGAN REGIONAL ENERGY OFFICE COMMUNITY ALLIANCE.

Their purpose is to seek out energy efficiency project funding for the environmental and economic benefits. For each community to embark on a clean energy program would be less efficient and more expensive than a single program administered cooperatively by a number of local governments providing services to all local governments.

The governor of Michigan is seeking cooperation between other governmental units. This Interlocal Agreement has been approved by the governor as a program fulfilling this cooperation effort.

In essence, this agreement gives them the provision to seek out and secure any funding or grants available for use by the governments entering into the agreement.

This agreement will allow the South East Michigan Regional Energy Office Community Alliance to seek out energy grants and renewable energy programs without working through one of the member communities.

cc: File

Mailing: 335 S. Warren St., South Lyon, MI 48178

Office: 530 Ada St., South Lyon MI 48178

E-Mail: sldpw@southlyonmi.org

Phone: (248) 437-6914

Fax: (248) 587-0080

Web Site: www.southlyonmi.org

INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF ROSEVILLE
AND THE
CITY OF LATHRUP VILLAGE
AND THE
CITY OF LINCOLN PARK
AND THE
CITY OF SOUTH LYON
AND THE
CITY OF SOUTHGATE
AND THE
CITY OF STERLING HEIGHTS
AND THE
COUNTY OF WASHTENAW

This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, between the CITY OF ROSEVILLE, the CITY OF LATHRUP VILLAGE, the CITY OF LINCOLN PARK, the CITY OF SOUTH LYON, the CITY OF STERLING HEIGHTS and the COUNTY OF WASHTENAW, for the purpose of establishing and creating the SOUTHEAST MICHIGAN REGIONAL ENERGY OFFICE COMMUNITY ALLIANCE, a separate legal entity and public body corporate and politic to administer and execute the purposes and objectives of this Agreement.

RECITALS

- A. The local government entities wish to serve their communities by offering additional opportunities for energy efficiency project funding and thus enjoy the environmental and economic benefits of such projects.
- B. A property assessed clean energy program in each local government would be less efficient and more expensive than a single program administered cooperatively by a number of local governments providing services to all local governments.
- C. The Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, provides for the creation of an interlocal alliance to jointly exercise the powers, privilege, authority that the local governmental units share in common and each might exercise separately.
- D. The Property Assessed Clean Energy Act, P.A. 270 of 2010, MCL 460.931 to 460.949, authorizes local units of government to join with other local units of government, or with any person, to adopt property assessed clean energy programs and to create districts to promote the use of renewable energy systems and energy efficient improvements by owners of real property, and providing for the financing of same through voluntary property assessments and permitting the issuance of governmental bonds or notes to that end.
- E. The City of Roseville is created as a municipal corporation and is authorized to enter into an interlocal agreement under both PA 7 of 1967 and PA 270 of 2010.
- F. The City Council of the City of Roseville approves of the action to enter into this Interlocal Agreement and prior to such approval the City of Roseville held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275.
- G. The City of Lathrup Village is created as a municipal corporation and is authorized to enter into an interlocal agreement under both PA 7 of 1967 and PA 270 of 2010.
- H. The City Council of the City of Lathrup Village approves of the action to enter into this Interlocal Agreement and prior to such approval the City of Lathrup Village held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275.

- I. The City of Lincoln Park is created as a municipal corporation and is authorized to enter into an interlocal agreement under both PA 7 of 1967 and PA 270 of 2010.
- J. The City Council of the City of Lincoln Park approves of the action to enter into this Interlocal Agreement and prior to such approval the City of Lincoln Park held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275.
- K. The City of South Lyon is created as a municipal corporation and is authorized to enter into an interlocal agreement under both PA 7 of 1967 and PA 270 of 2010.
- L. The City Council of the City of South Lyon approves of the action to enter into this Interlocal Agreement and prior to such approval the City of South Lyon held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275.
- M. The City of Southgate is created as a municipal corporation and is authorized to enter into an interlocal agreement under both PA 7 of 1967 and PA 270 of 2010.
- N. The City Council of the City of Southgate approves of the action to enter into this Interlocal Agreement and prior to such approval the City of Southgate held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275.
- O. The City of Sterling Heights is created as a municipal corporation and is authorized to enter into an interlocal agreement under both PA 7 of 1967 and PA 270 of 2010.
- P. The City Council of the City of Sterling Heights approves of the action to enter into this Interlocal Agreement and prior to such approval the City of Sterling Heights held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275.
- Q. The County of Washtenaw is created as a municipal corporation and is authorized to enter into an interlocal agreement under both PA 7 of 1967 and PA 270 of 2010.
- R. The Board of Commissioners of the County of Washtenaw approves of the action to enter into this Interlocal Agreement and prior to such approval the County of Washtenaw held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275.

Accordingly, the City of Roseville, the City of Lathrup Village, the City of Lincoln Park, the City of South Lyon, the City of Southgate, the City of Sterling Heights and the County of Washtenaw agree to the following:

ARTICLE I

DEFINITION

As used in this Agreement:

Section 1.01 “Act 7” means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

Section 1.02 “Agreement” means this Interlocal agreement between the named Local Government Units.

Section 1.03 “Budget Act” means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

Section 1.04 “Community Alliance” means the Southeast Michigan Regional Energy Office Community Alliance, the public body corporate formed by the Parties to this Agreement.

Section 1.05 “Effective Date” means the date upon which all of the following are first satisfied, as provided under Section 10 of Act 7:

- (a) The Agreement is approved by the Governor.
- (b) The Agreement is filed with the County Clerk for the County of Oakland, Michigan.
- (c) The Agreement is filed with the County Clerk for the County of Washtenaw, Michigan.
- (d) The Agreement is filed with the County Clerk for the County of Macomb, Michigan.
- (e) The Agreement is filed with the County Clerk for the County of Wayne, Michigan.
- (f) The Agreement is filed with the Secretary of State.

Section 1.06 “Fiscal Year” means the fiscal year of the Community Alliance, which shall begin on October 1 of each year and end on the following September 30.

Section 1.07 “FOIA” means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 1.08 “Local Governmental Unit” means a county, city, village, township, or charter township.

Section 1.09 “OMA” means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 1.10 “Party” or “Parties” means either individually or collective as applicable, the City of Roseville, the City of Lathrup Village, the City of Lincoln Park, the City of South Lyon or the County of Washtenaw as each is a signatory to this Agreement.

Section 1.11 “Person” means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.

Section 1.12 “Public Agency” means, as defined in part in Act 7, a political subdivision of this state or of another state of the United States or of Canada, including, but not limited to, a state government, a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority, a provincial government, metropolitan government, borough, or other political subdivision of Canada, an agency of the United States government, or a similar entity of any other states of the United States and of Canada.

Section 1.13 “State” means the State of Michigan.

ARTICLE II

PURPOSE

Section 2.01 Purpose. The purpose of this Agreement is to create and empower the Community Alliance to jointly exercise the powers, duties, functions and responsibilities which the Parties to this Agreement share in common related to the promotion of renewable energy and energy efficiency in Southeast Michigan.

ARTICLE III

CREATION OF COMMUNITY ALLIANCE

Section 3.01 Creation and Legal Status of the Community Alliance. The Community Alliance is established as a separate legal entity and public body corporate politic to be known as the “Southeast Michigan Regional Energy Office Community Alliance” for the purposes of acting as an authority pursuant to Act 7 and administering and executing this Agreement.

Section 3.02 Principal Office. The principal office of the Community Alliance is at 22757 Woodward Avenue, Suite 250. Ferndale, MI 48220.

Section 3.03 Title to Community Alliance Assets. Except as otherwise provided in this Agreement, the Community Alliance shall have exclusive title to all of its property and no Party shall have an ownership interest in Community Alliance property.

Section 3.04 Tax-exempt Status. The Parties intend the activities of the Community Alliance to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Community Alliance to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including,

but not limited to, the Michigan business tax under the Michigan Business Tax Act, 2007 PA 36, MCL 208.1101 to 208.1601, and property taxes under General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157 or corresponding provisions of future State tax laws.

Section 3.05 Compliance with Law. The Community Alliance shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.06 Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party.

Section 3.07 No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV **COMMUNITY ALLIANCE BOARD**

Section 4.01 Community Alliance Board Composition. The Community Alliance shall be governed by the Community Alliance Board, a board of directors that shall take office within thirty (30) calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the Community Alliance Board to the extent permitted under Michigan law. The Community Alliance Board shall consist of one representative individual appointed by each Party to this Agreement.

Section 4.02 Term of Office. The members of the Community Alliance Board shall serve for a term of two (2) years.

Section 4.03 Meetings. The Community Alliance Board shall conduct its first meeting no later than forty-five (45) calendar days after the Effective Date, provided that a quorum of the Community Alliance Board has been appointed. The Community Alliance Board shall meet at least annually and hold such other meetings at the place, date, and time as the Community Alliance Board shall determine. All meetings of the Community Alliance Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.04 Quorum and Voting. Forty percent (40%) of the Community Alliance Board shall be required to constitute a quorum for the transaction of business. The Community Alliance Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the Community Alliance Board. Presence in person for both quorum and voting at a meeting may include telephonic or electronic communication by which such member of the Community Alliance Board can hear and be heard by the members of the Community Alliance Board and any members of the public at the meeting.

Section 4.05 Community Alliance Board Responsibilities. The Community Alliance Board shall do all of the following by a majority vote of its members appointed and serving

- (a) Consistent with this Agreement and Act 7, adopt amendments to this Agreement as deemed necessary by the Community Alliance Board.
- (b) Adopt bylaws, rules, and procedures governing the Community Alliance Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the Community Alliance Board.
- (c) Elect officers. Initial officers shall be elected within thirty days (30) of the first meeting of the Community Alliance Board.
- (d) Approve policies to implement day-to-day operation of the Community Alliance; including policies governing any staff of the Community Alliance.
- (e) Provide for a system of accounts to conform to a uniform system required by law, and review and approve the Community Alliance's budget to assure that the budgets are approved and administered in accordance with the Budget Act.
- (f) Provide for an annual audit in accordance with the Budget Act.
- (g) Adopt personnel policies and procedures.
- (h) Adopt policies and procedures for contracting and procurement.
- (i) Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the Community Alliance.
- (j) Approve by a vote of at least two-thirds of the entire Community Alliance Board the entrance of a new Party to the Agreement creating the Community Alliance, if and when the Community Alliance Board determines it is advisable to add a Party to the Agreement.
- (k) Override by vote a decision of the Community Alliance Executive Committee.
- (l) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 4.06 Fiduciary Duty. The members of the Community Alliance Board are under a fiduciary duty to conduct the activities and affairs of the Community Alliance in the best interests of the Community Alliance, including the safekeeping and use of all Community Alliance monies and assets. The members of the Community Alliance Board shall discharge their

duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.07 Officers of the Board.

- (a) **CEO.** The Community Alliance Board may select and retain a Chief Executive Officer ("CEO"). The Executive Committee shall be responsible for making a recommendation to the Board regarding who the CEO shall be, and for providing oversight of the CEO. The CEO shall administer the Community Alliance in accordance with the operating budget adopted by the Community Alliance Board, general policy guidelines established by the Community Alliance Board and the Community Alliance Executive Committee, other applicable governmental procedures and policies, and this Agreement. The CEO shall be responsible for the day-to-day operations of the Community Alliance, the control, management, and oversight of the Community Alliance's functions, and supervision of all Community Alliance employees. All terms and conditions of the CEO's length of service shall be specified in a written contract between the CEO and the Community Alliance.
- (b) **Other Officers.** The Community Alliance Board shall elect a President, Secretary and Treasurer of the Board, and other such officers as the Board deems appropriate. A person can hold more than one officer position.

Section 4.08 Compensation. The members of the Community Alliance Board shall receive no compensation for the performance of their duties. A Community Alliance Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The Community Alliance may reimburse members of the Community Alliance Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the Community Alliance Board.

Section 4.09 Ethics and Conflicts of Interest. The Community Alliance Board may adopt ethics policies governing the conduct of Community Alliance Board and the Community Alliance Executive Committee members, officers, appointees, and employees. State statutes, to the extent relevant, will govern ethical issues. Specifically, those officers, appointees, and employees of the Community Alliance who may be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, shall follow all conflict of interest requirements imposed by that statute and any other applicable law. The Community Alliance Board shall require that any member of the Community Alliance Board with a direct or indirect interest in any matter before the Community Alliance Board disclose the member's interest to the governing body before the Board takes any action on the matter.

ARTICLE V

COMMUNITY ALLIANCE EXECUTIVE COMMITTEE

Section 5.01 Community Alliance Executive Committee. The Community Alliance Board shall create a Community Alliance Executive Committee. The Executive Committee shall

be comprised of a representative from each of the WARM Training Center and the Michigan Suburbs Alliance, as well as the President of the Board and any two other individuals appointed by the Community Alliance Board. The Chief Executive Officer shall serve as an ex-officio (non-voting) member of the Executive Committee. The Community Alliance Board may from time to time approve the addition of other ex-officio (non-voting) members of the Executive Committee that do not affect quorum determinations.

Section 5.02 Representatives of Affiliated Organizations. The Michigan Municipal League, and other organizations by request of the Executive Committee, may designate a representative to attend meetings of the Executive Committee. Such representatives shall not be members of the Executive Committee.

Section 5.03 Term of Office. The members of the Community Alliance Executive Committee shall serve on the Executive Committee for a term of two (2) years.

Section 5.04 Quorum and Voting. A majority of the Community Alliance Executive Committee shall be required to constitute a quorum for the transaction of business, except that no quorum shall be deemed to exist unless either the President of the Board or one appointee of the Community Alliance Board is present. Presence in person for both quorum and voting at a meeting may include telephonic or electronic communication by which such member of the Community Alliance Executive Committee can hear and be heard by the members of the Community Alliance Executive Committee and any members of the public at the meeting.

Section 5.05 Meetings. The Community Alliance Executive Committee shall act by a majority vote at a meeting at which a quorum is present, except that no majority shall be deemed to exist unless either the President or an appointee of the Community Alliance Board shall have voted in favor of the action. All meetings of the Community Alliance Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 5.06 Community Alliance Executive Committee Responsibilities. The Community Alliance Executive Committee shall have all the powers enumerated in Article VI except for those powers specifically reserved for the Community Alliance Board in Article IV.

Section 5.07 Fiduciary Duty. The members of the Community Alliance Executive Committee are under a fiduciary duty to conduct the activities and affairs of the Community Alliance in the best interests of the Community Alliance, including the safekeeping and use of all Community Alliance monies and assets. The members of the Community Alliance Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 5.08 Compensation. The members of the Community Alliance Executive Committee shall receive no compensation for the performance of their duties. A Community Alliance Executive Committee member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The Community Alliance may reimburse members of the Community Alliance Executive Committee for actual and necessary

expenses incurred in the discharge of their official duties as provided by the Community Alliance Executive Committee.

Section 5.09 Conflicts of Interest. The Community Alliance Executive Committee shall require that any member of the Community Alliance Executive Committee with a direct or indirect interest in any matter before the Community Alliance Executive Committee disclose the member's interest to the governing body before the Executive Committee takes any action on the matter.

ARTICLE VI

GENERAL POWERS OF COMMUNITY ALLIANCE

Section 6.01 Powers Granted Under Act 7. In carrying out its purposes, the Community Alliance may perform, or perform with any Person, as applicable, any power, privilege or authority that the Parties share in common and that each might exercise separately to the fullest extent permitted under by Act 7. The Community Alliance shall not have the power to bind a Party, unless otherwise agreed to by the Party. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Community Alliance or a Party, and is in addition to any powers authorized by law. Among other things, the Community Alliance may:

- (a) Make or enter into contracts, including, but not limited to, contracts for insurance, legal or accounting services.
- (b) Employ agencies or employees.
- (c) Acquire, construct, manage, maintain, or operate buildings, works or improvements.
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property, including, but not limited to, equipment and office space.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties to the extent authorized under Act 7, or other applicable law.
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7.
- (g) Make loans from proceeds of gifts, grants, assistance funds, or bequests.
- (h) Form other entities necessary to further the purposes of the Agreement.
- (i) Sue and be sued in the name of the Community Alliance.

Section 6.02 Additional Powers Granted Under Act 7. The Community Alliance shall also have the powers to:

- (a) Employ, appoint, engage, compensate, transfer, or discharge necessary personnel, subject to any provisions of applicable civil service and merit systems and Act 7.
- (b) Fix and collect charges, rates, rents, fares, fees, loan repayments, loan interest rates, or charges on loans.
- (c) Promulgate necessary rules and regulations and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.
- (d) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Community Alliance may apply for and accept grants, loans, or contributions from any source authorized by law. The Community Alliance may do anything within its power in accordance with applicable law to secure the grants, loans, or other contributions.
- (e) Respond for any liabilities that might be incurred through performance of this agreement and insure against any such liability.
- (f) Adjudicate disputes or disagreements, the effects of the failure of a Party to pay its share of costs and expenses, and the rights of the other Party in such cases.
- (g) Engage auditors to perform independent audits of the financial statements and other activities of the Community Alliance.
- (h) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection with the funds or proceeds
- (i) Employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and function from donor individuals and entities.
- (j) Study, develop, and prepare the reports or plans that the Community Alliance considers necessary to further the purposes of this Agreement and monitor and evaluate performance under this Agreement.
- (k) Purchase and maintain insurance to protect against losses incurred or realized by the Community Alliance in the discharge of its functions.
- (l) Purchase and maintain insurance to protect members of the Community Alliance Board or officers or employees of the Community Alliance from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Community Alliance.

- (m) Secure surety bonds for officers, employees, or contractors of the Community Alliance designated by the Community Alliance to directly handle and process state, federal, and other funds received by the Community Alliance.

Section 6.03 Additional Powers Granted Under PA 270 of 2010. The Community Alliance shall also have any and all powers granted to local governments under the Property Assessed Clean Energy Act, PA 270 of 2010.

Section 6.04 Bonds or Notes. The Community Alliance shall not issue any type of bond in its own name except as authorized by Act 7. The Community Alliance shall not possess the power to in any way indebted a Party. Bonds or notes issued by the Community Alliance are the debt of the Community Alliance and not of the Parties. Bonds or notes issued by the Community Alliance are for an essential public and governmental purpose. Pursuant to Section 507 (7) of Act 7 bonds or notes are exempt from all taxes by the State or any political subdivision of the State. Bonds or notes issued by the Community Alliance are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821 and PA 270 of 2010.

Section 6.05 Tax Limitation. Pursuant to Section 7(3) of Act 7, the Community Alliance shall not levy any type of tax or special assessment. This shall not prohibit any member of the Community Alliance from executing its powers as a member of the Community Alliance under the Property Assessed Clean Energy Act, P.A. 270 of 2010, MCL 460.931 to 460.949.

Section 6.06 Limitation on Political Activities. The Community Alliance shall not spend any public funds on political activities. This section is not intended to prohibit the Community Alliance from engaging in activities authorized under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

Section 6.07 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law.

Section 6.08 Non-Discrimination. The Community Alliance shall comply with all applicable laws prohibiting discrimination. The Community Alliance shall not fail to refuse to hire recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Community Alliance shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant for employment or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national, origin, age, sex, sexual orientation, height, weight, martial status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Community Alliance shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual

orientation, height, weight, marital status, partisan consideration, a disability or genetic information that is unrelated to the person's ability to receive services from the Community Alliance.

ARTICLE VII

ADDITION OF MEMBERS

Section 7.01 Petition to Join. Any governmental body with the power to contract under PA 7 of 1967 and PA 270 of 2010 may petition the Community Alliance Board seeking to join. Upon approval of such petition by the Board pursuant to Section 4.05(j) of this Agreement, the applicant shall be admitted if it completes all of the following acts:

- (a) holds a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 PA 1976, MCL 15.261 to 15.275;
- (b) receives all required approvals for its admission, including but not limited to approval of its legislative body to this Agreement; and
- (c) pays any dues or other financial contribution required by the Board as a condition of admittance, provided that such dues or financial contribution shall not exceed that which has been paid to date by the members of the Community Alliance plus the sum needed to cover the costs related to the admission of the new member (including but not limited to legal assistance, insurance premium changes, or similar expenses).

Section 7.02 Assimilation. A new member shall have up to 30 days to appoint a member of the Community Alliance Board by delivering notice of same to the CEO and to all members of the Board. All actions of the Board, and all determinations of quorum, shall be based on the existing membership prior to the date of appointment of any new member (i.e., the number of board members shall not be deemed to increase) until the seventh day after the date of the notice of the appointment to the Board.

ARTICLE VIII

BOOKS, RECORDS, AND FINANCES

Section 8.01 Community Alliance Records. The Community Alliance shall keep and maintain at the principal office of the Community Alliance, all documents and records of the Community Alliance. The records of the Community Alliance, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be returned to any successor entity or, if none, to the Michigan Suburbs Alliance, or any successor to the Michigan Suburbs Alliance.

Section 8.02 Financial Statements and Reports. The Community Alliance shall cause to be prepared, at Community Alliance expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally

accepted accounting principles and accompanied by a written opinion of an independent certified accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, or any successor agency, and shall be made available to each of the Parties.

Section 8.03 Audits. The Community Alliance shall provide for the conduct of audits in accordance with section 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The Community Alliance Board shall establish a dedicated audit committee of the Community Alliance Board for the purpose of overseeing the accounting and financial reporting processes of the Community Alliance and audits of its financial statements. The Community Alliance shall establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The Community Alliance may require at least one member to be specifically knowledgeable about financial reports.

Section 8.04 Freedom of Information Act. The Community Alliance shall be subject to and comply with the Freedom of Information Act.

Section 8.05 Uniform Budgeting and Accounting Act. The Community Alliance shall be subject to and comply with the Budget Act. The CEO annually shall prepare and the Community Alliance Board shall approve a budget for the Community Alliance for each Fiscal Year. Each budget shall be approved by September 1 immediately preceding the beginning of the Fiscal Year of the Community Alliance.

Section 8.06 Deposits and Investments. The Community Alliance shall deposit and invest funds of the Community Alliance, not otherwise employed in carrying out of the purposes of the Community Alliance, in accordance with an investment policy established by the Community Alliance Board consistent with laws and regulations regarding investment of public funds.

Section 8.07 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Community Alliance Board.

Section 8.08 Performance Objectives. Each Fiscal Year, the CEO shall prepare objectives for the Community Alliance's performance for review and approval by the Community Alliance Board.

Section 8.09 Annual Reports. Not less than annually, the Community Alliance shall file with the Parties to this Agreement a report detailing the activities of the Community Alliance, and any additional information as requested by such Parties to this Agreement.

ARTICLE IX

DURATION OF AGREEMENT

Section 9.01 Duration. This Agreement and the Community Alliance shall commence on the Effective Date and shall continue in perpetuity until terminated by joint action of the Parties.

Section 9.02 Withdrawal by Any Party. Any Party may withdraw from this Agreement upon one (1) month notice in writing to the Community Alliance. However, no withdrawal by a Party shall relieve such Party of any obligation, grant, or other agreement entered into in such Party's capacity as a Local Governmental Unit with the Community Alliance.

Section 9.03 Disposition under Termination. As soon as possible after termination of this Agreement, the Community Alliance shall finish its affairs as follows:

- (a) All of the Community Alliance debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Community Alliance and distribution of its assets shall be paid first.
- (b) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to the Parties equally, or as otherwise agreed by the Parties.

ARTICLE X

MISCELLANEOUS

Section 10.01 Notices. Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices, including any notice of withdrawal under Article VII, shall be sent to each other Party's signatory to this Agreement, to that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail.

Section 10.02 Voter Referendum to Terminate or Rescind. As provided in Section 5a(4) of Act 7, this Agreement may be terminated or rescinded by a referendum of the residents of a Local Governmental Unit that is a Party to the Agreement not more than forty five (45) days after the approval of the Agreement by the governing body of the Local Governmental Unit.

Section 10.03 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 10.04 Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of Act 7. All powers granted to the Community Alliance under this Agreement and Act 7 shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.05 Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 10.06 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 10.07 Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 10.08 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 10.09 Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 10.10 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan. Any and all claims against this State must be brought and maintained in the Court of Claims in Ingham County notwithstanding Section 6421 of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6421.

Section 10.11 Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

Section 10.12 Effective Date. This Agreement shall become effective as of the Effective Date.

[Signature Page to Follow]

Signature Page

Interlocal Agreement

Southeast Michigan Regional Energy Office Community Alliance

This Agreement is executed by the authorized representatives of the Parties as indicated below:

THE CITY OF LATHRUP VILLAGE

By: _____

Its: _____

Date: _____, 2011

THE CITY OF ROSEVILLE

By: _____

Its: _____

Date: _____, 2011

THE CITY OF LINCOLN PARK

By: _____

Its: _____

Date: _____, 2011

THE CITY OF SOUTH LYON

By: _____

Its: _____

Date: _____, 2011

THE CITY OF SOUTHGATE

By: _____

Its: _____

Date: _____, 2011

THE CITY OF STERLING HEIGHTS

By: _____

Its: _____

Date: _____, 2011

THE COUNTY OF WASHTENAW

By: _____

Its:

Date: _____, 2011



southeast michigan regional
energy office

From: Sam Offen
Energy Programs Director, Michigan Suburbs Alliance
p. 866-906-8803 x709 | sam@suburbsalliance.org

To: Energy Office Member Cities

Date: 17 May 2011

Subject: Interlocal Governmental Agreement / Value of the Alliance

At its April 26, 2011, meeting, the REO Steering Committee asked the SEMREO staff to provide a document that would explain the value for the member cities of joining and taking an active role in the creation and sustenance of Southeast Michigan Regional Energy Office Community Alliance (Community Alliance). This memo describes three distinctive values of an Interlocal Governmental Agreement. Two of these values provide additional capability for the Regional Energy Office and the third is a benefit which applies directly to the member city.

Increase the Capability of the Regional Energy Office

Apply for state and federal grants only available to public agencies

During the past few years the federal and state government has been offering grants for municipalities to invest in municipal facility energy efficiency improvements. In its current form the Regional Energy Office or the Michigan Suburbs Alliance is not eligible to apply for these funds. Rather, SEMREO has collaborated with member cities to apply for these grants, such as the Energy Efficiency Conservation Block Grant (EECBG). In actuality, the municipality is the grantee but SEMREO is responsible for administering the project. This can create difficulties when communicating with the grantor/funder. The Community Alliance would allow SEMREO to submit applications on behalf of its member communities and clarify the roles of each entity.

Initiate funds through the issuance of revenue bonds whose proceeds can be used to improve energy efficiency in commercial buildings

New Michigan legislation recently created the Property Assessed Clean Energy program (PACE). PACE authorizes governments or intergovernmental entities to issue revenue bonds whose proceeds can be used to make commercial properties more energy-efficient. The bonds are repaid by businesses via a lien on the property, so the initial fund is self-perpetuating. This allows governments to offer businesses a source of funding for building improvements that may not be available in other areas. The Community Alliance would be eligible to issue PACE bonds for the benefit of its member cities.

Allow Municipal Governments to Easily Participate in a Cooperative Collaboration with Neighboring Communities to Benefit from Prioritized Revenue Sharing Funds

A proposal by the Governor of Michigan, the “Economic Vitality Incentive Program”, appropriates nearly \$200 million for communities who meet three criteria. These criteria include:

1. Each community must produce a citizen’s guide or “dashboard” by 10/1/2011.
2. Each community must develop a plan to increase cooperation, consolidation and collaboration internally and with neighboring jurisdictions by 1/1/2012.
3. Each community must develop an employee compensation plan which must include various factors by 5/1/2012.

The Interlocal Government Agreement appears to be an excellent candidate for this type of collaborative plan. If it does meet that criterion each member city may receive added state revenue sharing dollars.

The REO Steering Committee requested staff to investigate a few items in the original draft agreement to verify their necessity. After reviewing these issues with SEMREO’s attorney it was determined that each municipality must hold a public hearing prior to its approval of the Interlocal Governmental Agreement. The Community Alliance Board and its Executive Committee may publish all scheduled regular meetings once a year. Both the Community Alliance Board and the Executive Committee must comply with the State of Michigan Open Meetings Act.

SEMREO Staff working with its attorney has developed a draft Interlocal Governmental Agreement for five municipalities which have expressed interest in participating in the Community Alliance. The next step in the process of creating and implementing the IGA is to gain approval of the agreement by the various legislative bodies of the municipalities joining the Community Alliance. Once all the communities have approved the agreement, the Governor must approve the organizational documents and bonding structure. Upon gubernatorial approval, the Community Alliance may commence its activities.

AGENDA NOTE

New Business: Item #4

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Proposed Municipal Credit Contract between the City of South Lyon and SMART.

EXPLANATION OF TOPIC: If the City enters into the proposed agreement with SMART and spends at least \$12,802, SMART will pay the City \$11,134. Our Payment to Northfield Human Services for the People's Express for this fiscal year will be \$60,780 for public transportation so we will have no problem meeting the match of \$12,802. This is an increase from the \$9,432 that we have been receiving from SMART since 2001.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter outlining the proposed 2012 agreement with SMART and the Municipal Credit Contract for Fiscal Year 2012

POSSIBLE COURSES OF ACTION: Approve/do not approve the proposed contract as presented

RECOMMENDATION: Approve the proposed contract between the City of South Lyon and SMART for fiscal year 2012

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the proposed contract between the City of South Lyon and SMART for fiscal year 2012



Suburban Mobility Authority for Regional Transportation

Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

August 11, 2011

Mr. David Murphy
City Manager
City of South Lyon
335 South Warren
South Lyon, MI 48178

Mr. David Murphy:

Enclosed are three originals of the FY 2012 Municipal Credit Contract between SMART and the City of South Lyon. Per the contract, your community is eligible to receive \$11,134 in Municipal Credits.

However, to execute a contract for the full amount of Municipal Credits, your community must have local match funds of \$12,802. If you are transferring your funding to another municipality or agency, they must have the local match to meet your requirement. Without the local match, you must execute the contract for half of the Municipal Credits, or \$5,567. Historically, your community has received the full amount of the Municipal Credit funds available.

You will also receive a separate email from me which will cover additional instructions and possibly include additional documentation you will need to complete. This email will be based on how you have historically handled your Municipal Credit funding. To further assist you with the timely and accurate completion and return of your contract package, the email will also include an attachment consisting of a copy of the full FY 2011 contract package as completed by your community. Please contact me if you feel something is missing from the email or you require additional documents for any reason.

Please return three complete original FY 2012 contract packages, signed by the appropriate representative(s) of the City of South Lyon, to me as soon as possible. Once I receive an accurate and complete contract package, I will process the contract for signature at SMART and return a fully executed contract to you for your records. As always, please feel free to call me at (248) 362-3024 if you have questions or need my assistance with anything.

Sincerely,

Steve Brown
Oakland County Ombudsperson



MUNICIPAL CREDIT CONTRACT

FY - 2012

I, Julie C. Zemke, on behalf of the City of South Lyon apply to SMART for our Municipal Credits for the period July 1, 2011 to June 30, 2012, and agree that the Municipal and Community Credits Master Agreement, which is incorporated herein by reference, will form part of this agreement. Specific terms, conditions, and budgetary projections are set forth in Exhibits A and B as necessary.

Our community agrees to use the \$11,134 in **Municipal Credit** funds available to us as follows:

(1) Transfer of \$ _____ to TRANSFeree COMMUNITY
At the cost of \$ _____

(2) Transportation program operated/administered by the community
(Includes Charters, Van/Bus Program, Taxi Reimbursement)

At the cost of \$ _____

Total \$ 11,134

Pursuant to Act 51, SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it may necessitate a reduction in the amount of funds available to the City of South Lyon. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART.

City of South Lyon

By: _____

Julie C. Zemke

Its: City Clerk/Treasurer

Date _____

**Suburban Mobility Authority for
Regional Transportation**

By: _____

John C. Hertel, General Manager

Date _____

Exhibit A

Project Description

Definition: The City of South Lyon has entered into a three year agreement Northfield Human Services (People's Express) for the purpose of providing transportation assistance to all citizens of the City. The City will pay \$60,780 for the first year beginning 7/1/2011, \$63,816 for the second year and \$67,008 for the third year of the contract.

Service Area – See enclosed map that shows the general service area.

Service Hours – Monday thru Friday 8:00 a.m. to 5:00 p.m. – Appointments are made 24 hours in advance

Eligible User Group – All residents of the City of South Lyon

Fare Structure - \$2 round trip within the City and \$4 round trip to destinations outside the City of South Lyon.

Service Level – Users are required to make arrangements at least 24 hours in advance

Service Mode – Seating capacity – 9

- Wheelchair Accessible

- Multiple vehicles available

- People's Express has backup vehicles for mechanical failures

EXHIBIT B

PROJECT OPERATION BUDGET

COMMUNITY: City of South Lyon

PROJECT: **MUNICIPAL/COMMUNITY CREDIT PROGRAM**

FISCAL YEAR 2012 - JULY 1, 2011 THROUGH JUNE 30, 2012

OPERATING EXPENSES:

Administrative Fee (max. is 10% of MC/CC Funds)

\$ -

Driver Wages

\$ -

Fringe Benefits

\$ -

Gasoline & Lubricants

\$ -

Vehicle Insurance

\$ -

Parts, Maintenance Supplies

\$ -

Mechanic Wages

\$ -

Fringe Benefits

\$ -

Dispatch Wages

\$ -

Cell phones or other overhead costs

\$ -

Sub Total (Operations & Maintenance)

\$ -

PURCHASED SERVICE

Taxi Service

\$60,780 - 00

Charter Service

\$ -

SMART Bus Tickets

\$ -

SMART Shuttle Service

\$ -

SMART Dial-A-Ride

\$ -

Sub Total (Purchased Services)

\$60,780 - 00

CAPITAL EQUIPMENT

(List purchases made with Community Credits)

Computer Equipment

\$ -

Software

\$ -

Vehicle

\$ -

Maintenance Equipment

\$ -

Other (Specify)

\$ -

Sub Total (Capital Expenses)

\$ -

\$ 60,780 - 00

TOTAL EXPENSES

REVENUES:

Municipal Credit Funds

\$ 11,134.00

Community Credit Funds

\$ -

Specialized Services Funds

\$ -

General Funds

\$ 48,146.00

Farebox Revenue

\$ 1,500.00

In-Kind Service

\$ -

Special Fares (Contracted Service)

\$ -

Other (Specify)

\$ -

TOTAL REVENUE:

\$60,780 - 00

Submitted By:

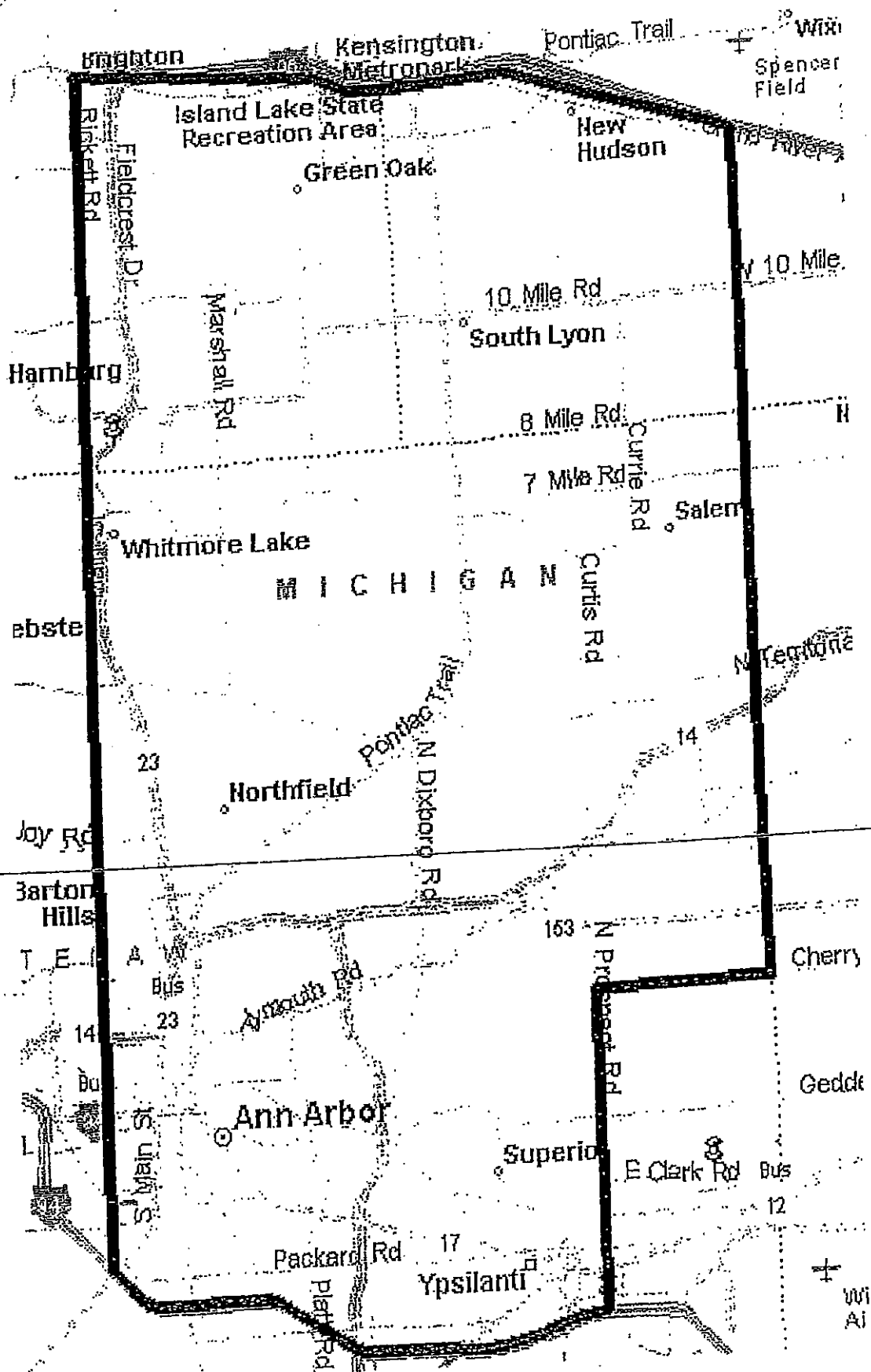
Title

Date

City Clerk/Treasurer

Julie C. Zemke

Note: Total Expenses MUST equal Total REVENUE





Suburban Mobility Authority
for Regional Transportation

Office
Contract Compliance

Equal Employment Opportunity Compliance Report A

Bid / Project Name

Name of Firm

City of South Lyon

Employer I.D.
Number

386004651

Address

335 S. Warren

City

South Lyon

State

MI

Zip

48178

☐ Independent firm, or

☐ Owned / controlled by: City of South Lyon

Corporate address of parent
or affiliated company:

Indicate the appropriate
box for your reporting unit
(Mark only one box):

☐ Consolidated Report

☐ Headquarters Unit Report

☐ Special Report

☐ Single Establishment Employer Report

☐ Individual Establishment Report (Submit one
for each establishment)

Business Data

What is the major activity of this establishment (Be specific, i.e., manufacturing
steel casings, retail grocer, wholesale plumbing supplies, title insurance)?

Include the specific type of product or type of service provided,
as well as the principal business or industrial activity:

Have all subcontractors been informed of their responsibility to file
EEO Compliance Report A?

☐ Yes

☐ No

Is an Affirmative Action Plan on file with SMARTs Office of
Contract Compliance?

☐ Yes

☐ No

If no, plan will be
submitted by (indicate date):

An Affirmative Action Plan is on file with the following
governmental agencies. Please list:

Employment Data Employment at this establishment - Report all permanent, temporary, or part time employees including apprentices and on-the-job trainees. Enter the appropriate figures on ALL lines and in ALL columns. Blank spaces will be considered as zero.

Job Categories	Establishment			Minority Male				Minority Female			
	Total Employees Including Minorities	Total Males Including Minorities	Total Females Including Minorities	Black	Asian Pacific	Amer. Indian	Spanish Amer.	Black	Asian Pacific	Amer. Indian	Spanish Amer.
Officials /Managers	1	1									
Professionals											
Technicians											
Sales Workers											
Office and Clerical Staff	2	2									
Craftsmen (Skilled)											
Operators (Semi-Skilled)	3	2	1								
Laborers (Unskilled)											
Service Workers											
Journey Workers											
Apprentices											
Total	6	5	1								

Employment Data (continued)

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.
Enter the appropriate figures.

Employment Report																
Employment at this establishment-Report all permanent, temporary, or part-time employees who are employed on the date of the report. Enter the appropriate figures.																
Job Categories	Current Workforce					Under-utilization		Estimated Number of Vacancies	20____ Goals				Ultimate Goals			
	No. of Employees	Minority		Female					Minority		Female		Minority		Female	
		#	%	#	%	Min.	Fem.		#	%	#	%	Year	%	Year	%
Officials/Managers																
Professionals																
Technicians																
Sales Workers																
Office and Clerical Staff																
Craftsmen (Skilled)																
Operators (Semi. Skilled)																
Laborers (Unskilled)																
Service Workers																
Journey Workers																
Apprentices																
Total																

Certification

Name of authorized official
David M. Murphy

Title City Manager

Date

Signature

Name of person to contact regarding this report
David M. Murphy

Title City Manager

Address (number and street)
335 S. Warren

City South Lyon

State MI Zip Code 48178

Area Code 248

Telephone Number 437-1735 Ext.

How was information as to race or ethnic group obtained?

☐ Visual Survey

☐ Employment Records

Do not write below this line. For SMART Only.

Date	Awardable		Signature	Comments
	Yes	No		

AGENDA NOTE

New Business: Item #5

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: City Clerk/Treasurer

AGENDA TOPIC: Proposed Contract with South Lyon Area Youth Assistance

EXPLANATION OF TOPIC: We have been presented with the annual contract for support of services for the South Lyon Area Youth Assistance for the prevention of juvenile delinquency and neglect. They are requesting a contribution for fiscal year 2011-2012 of \$13,000. It should be noted that this request has been the same since 2001 when the contribution was increased from \$8,000 to \$13,000. This amount has been budgeted in the 2011-2012 fiscal year budget.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed contract between the City of South Lyon and South Lyon Area Youth Assistance for fiscal year 2011-2012.

POSSIBLE COURSES OF ACTION: Approve/do not approve the proposed contract.

RECOMMENDATION: Approve the proposed contract between the City of South Lyon and South Lyon Area Youth Assistance for fiscal year 2011-2012

SUGGESTED MOTION: Motion by _____, supported by _____ To approve the proposed contract between the City of South Lyon and South Lyon Area Youth Assistance for fiscal year 2011-2012 with a contribution of \$13,000

AGREEMENT

SOUTH LYON AREA YOUTH ASSISTANCE PROGRAM

AND

THE CITY OF SOUTH LYON

Agreement to appropriate funds for the
support of services for the prevention
of juvenile delinquency and neglect

THIS AGREEMENT, made this first day of July, 2011, by and between the City of South Lyon, a Michigan municipal corporation of the County of Oakland, State of Michigan, whose address is 335 South Warren Street, South Lyon, Michigan 48178, hereinafter referred to as City, and the South Lyon Area Youth Assistance Program, whose address is 1000 North Lafayette, South Lyon, Michigan 48178, mutually agree as follows:

WHEREAS, the City has determined there is need for certain services to residents, specifically related to the prevention of juvenile delinquency and neglect within the community, and

WHEREAS, the City has determined that it is impractical at this time to render such services directly utilizing City Personnel and facilities, and

WHEREAS, the City has statutory authority under MCLA 123.461 to operate centers aimed at curbing juvenile delinquency within the community, and

WHEREAS, it is within the public welfare to provide other programs aimed at curbing juvenile delinquency and providing youth involvement, education, and recreation within the City, and

WHEREAS, the Juvenile Court has statutory authority under MCLA 712.2(e) to assist in or establish programs aimed at the prevention of juvenile delinquency and neglect, and

WHEREAS, the South Lyon Area Youth Assistance Program is such a program, established by the Juvenile Court for the County of Oakland, in cooperation with the City of South Lyon, the Township of Lyon, and the South Lyon Community Schools, and

WHEREAS, the South Lyon Area Youth Assistance Program is willing to furnish such services to the City and the City is willing to appropriate funds for the support of such services;

NOW, THEREFORE, the parties hereby agree as follows:

1. The South Lyon Area Youth Assistance Program agrees to furnish and the City agrees to appropriate funds for the support of counseling services for the prevention of juvenile delinquency and neglect within the City, and for youth involvement, education, and recreation programs.

2. This agreement shall become effective on July 1, 2011 and shall terminate on June 30, 2012. The terms of this agreement shall be automatically renewed each year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this agreement.

3. The City shall provide the South Lyon Area Youth Assistance Program with the sum of Thirteen Thousand Dollars (\$13,000.00) during the 2011-2012 Fiscal Year to be used for the provisions of these services.

4. The South Lyon Area Youth Assistance Program and/or The City of South Lyon reserves the right to terminate this agreement, upon sixty (60) days written notice, if and when the South Lyon Area Youth Assistance Program ceases to exist.

WITNESSED BY:

SOUTH LYON AREA YOUTH ASSISTANCE

CITY OF SOUTH LYON

Donna Weinstein, Youth Assistance Caseworker

David M. Murphy, City Manager

Tom Mihalic, Chairperson

Julie C. Zemke, City Clerk

Robert Ziegler, Treasurer

AGENDA NOTE

News Business: Item #6

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Drinking Water Revolving Fund

EXPLANATION OF TOPIC: last Spring Bob Martin applied for and was awarded an additional 100 points from the DEQ as a result of the Wellhead Protection Plan approval. This increase in points resulted in a total score of 540 which put the City of South Lyon in the fundable range for the DWRP low interest loan. The DEQ's Green Project Reserve (GPR) has \$12,000,000 remaining from the stimulus money that they are distributing through a loan forgiveness of up to 50%. The project is estimated to cost approximately \$5,200,000 with approximately \$4,700,000 of that being eligible for 50% forgiveness based on the Business Case that HRC submitted on the city's behalf. The final list will be put out in late September or early October. The City Council does not need to make any decisions on this until January, but I want to inform you about the City's ranking and the possible forgiveness of up to \$2,350,000 and to begin the discussion.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo from Jesse VanDeCreek in regards to the DWRP draft project list, DWRP Current PPL 2012 Project Priority List – By Rank, DWRP Green Projects 2012 Priority List, map of the project area and a memo from Eric Pohan, Project Manager DEQ, informing Jesse that South Lyon is in the fundable range.

POSSIBLE COURSES OF ACTION: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A

David Murphy

From: VanDeCreek Jesse [jvandecreek@hrc-engr.com]
Sent: Tuesday, September 06, 2011 4:46 PM
To: David Murphy
Cc: McCormack Keith; Kniga, Tim
Subject: DWRF South Lyon 7314-01
Attachments: DWRF_2012_PPL_Excerpt.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

David-

Attached are the the Fiscal Year 2012 Draft Project Priority List (PPL) and Green Project Reserve (GPR) List. The latest developments are as follows:

- 1) The City's SRF Project Plan was awarded an additional 100 points as a result of the Wellhead Protection Plan approval, resulting in a 540 total point score, placing the City in the 2012 PPL fundable range.
- 2) The GPR fund has approximately \$12 million remaining (ARRA monies that will be exhausted after FY 2012) and the majority of the City's project costs have been designated eligible as a result of the Green Business Case approval.
- 3) The City is in contention for a rare opportunity to receive up to 50% principal forgiveness in pursuit of a 2012 DWRF with a GPR award.

Please feel free to call if you have any questions or require additional information.

Thank you

Jesse B. VanDeCreek, P.E.
Associate
Hubbell, Roth & Clark, Inc.
50 Cherry Street
Mt. Clemens, MI 48043
Phone: (586) 569-5000
Direct: (586) 569-5011
Cell: (248) 535-3322
Fax: (586) 569-0119
E-mail: jvandecreek@hrc-engr.com<<mailto:jvandecreek@hrc-engr.com>>

[X]

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RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

July 15, 2011

TO: Fiscal Year 2012 Drinking Water Revolving Fund Applicants

FROM: Sonya T. Butler, Chief *STB*
Revolving Loan Section
Resource Management Division

SUBJECT: Drinking Water Revolving Fund (DWRF)
Fiscal Year 2012 Draft Project Priority List and Draft Intended Use Plan

Attached is the draft Fiscal Year (FY) 2012 Project Priority List (PPL), and draft FY 2012 Intended Use Plan (IUP) that will be used by the Department of Environmental Quality (DEQ) to distribute DWRF funds. Explanatory materials for these documents, a Public Hearing Notice, and the FY 2012 Financing Schedule are also attached.

Please be aware that project-ranking criteria are established in Public Act 451 of 1994, the Natural Resources and Environmental Protection Act, Part 54, and are not an issue for debate at the hearing. The hearing's purpose is to receive requests for re-evaluation of calculation factors used to assign priority points to projects on the draft PPL, and to receive comments on the draft IUP.

Requests for changes to PPL point calculation data, project scope, binding commitment date, or costs may be submitted during the public hearing comment period on the attached Project Re-evaluation Request Form. The IUP provides information relating to FY 2012 funding projections. The federal appropriation for the DWRF is \$963 million, and the allotment formula for Michigan's share of the national appropriation is 3.04 percent. Any changes in priority calculations made as a result of the public hearing may impact project ranking on the final PPL. Applicants will be notified when the PPL is final and the fundable range is established. **The interest rate for FY 2012 will be established and announced at the public hearing.**

All FY 2011 4th Quarter projects are listed on the draft PPL; if final loan closings occur before October 1, 2011, as scheduled, they will not appear on the final PPL. However, if final loan closings do not occur, those projects will be ranked on the final PPL to be considered for FY 2012 funding.

A fundable range of \$40 million is anticipated, and with nearly \$100 million in projects seeking assistance in FY 2012, a significant portion of the PPL will fall outside the fundable range and many projects will not be afforded an opportunity to complete an application during FY 2012. It should also be noted that the Department has only \$12 million in principal forgiveness to distribute, meaning only a limited number of funded projects will receive principal forgiveness for a portion (currently proposed at 50 percent for green projects/components and the remaining amount to disadvantaged status communities) of their DWRF loans.

If you have any questions regarding this material, please feel free to contact the Revolving Loan Section at 517-373-2161.

Attachments

cc: Consulting Engineers for Applicants
Ms. Laura Cossa, U.S. EPA - Region 5
Mr. Dan Wyant, Director, DEQ
Ms. Liane J. Shetker Smith, DEQ
DEQ, RMD District Office Supervisors

Drinking Water Revolving Fund Current PPL
Fiscal Year 2012 Project Priority List - By Rank

DWRF

DWRF

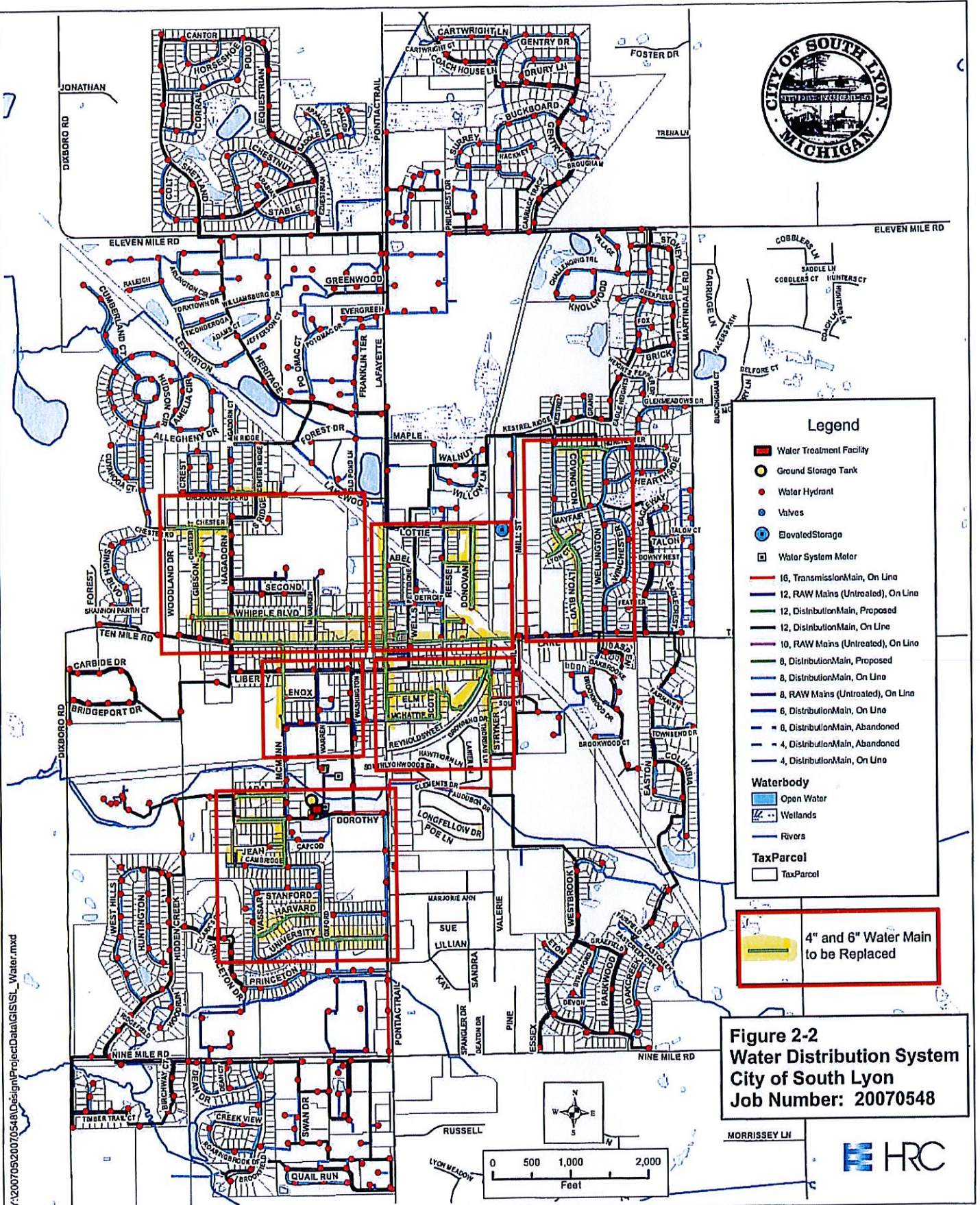
Project No.	Loanee	Location	Description	Population	Total Points	Binding Commitment Date	Binding Commitment Amount
7362-01	Ann Arbor	Washtenaw Co	Water sys impr	120,000	800	8/27/2012	9,770,000
7333-01	Ann Arbor	Washtenaw Co	Water sys impr	120,000	800	8/26/2011	3,970,000
7338-01	Cadillac	Wexford Co	New wells/main	10,245	765	8/26/2011	3,855,000
7313-01	Monroe Co	Exeter Twp	New WM Service (District 4-B)	1,196	695	6/4/2012	2,755,000
7373-01	Allegan	Allegan Co	Repl mains - Ph 3 (Monroe St)	5,092	630	3/12/2012	150,000
7365-01	Grand Rapids	Kent Co	Water Sys Impr (SE Tank)	296,973	615	8/26/2011	3,980,000
7374-01	Grand Rapids	Kent Co	Water sys impr	296,973	615	8/27/2012	5,305,000
7294-01	Dexter	Washtenaw Co	WM Repl	3,557	555	8/26/2011	1,300,000
7367-01	Leslie	Ingham Co	Water sys impr (Phase 1)	2,192	545	3/12/2012	1,795,000
7314-01	South Lyon	Oakland Co	Repl mains, add. LS pump	11,035	540	6/4/2012	6,260,000
7269-01	Howell	Livingston Co	Repl mains (Phase 3)	9,821	530	8/26/2011	3,140,000
7282-01	Holland	Ottawa Co	Interconnect; new transfer pump	57,483	500	8/26/2011	6,320,000
7310-01	Flint	Genesee Co	PS upgrd; trans main repl	118,465	500	6/4/2012	13,870,000
7299-01	Northville Twp	Wayne Co	Repl mains & booster stn upgrd	26,969	415	8/27/2012	1,960,000
7303-01	Warren	Macomb Co	Repl mains (Phase 3)	134,457	350	6/4/2012	11,545,000
7281-01	Kentwood	Kent Co	New trans; repl mains; looping	33,900	340	8/27/2012	5,405,000
7344-01	Marysville	St. Clair Co	Intake rehab; WTP sedimentation basins	9,964	330	8/27/2012	3,000,000
7371-01	Port Huron	St. Clair Co	Repl mains (Riverside Dr. Ph. 3)	53,072	325	3/12/2012	525,000
7352-01	Port Huron	St. Clair Co	Repl mains (Water St)	53,072	325	3/12/2012	1,400,000
7355-01	Livonia	Wayne Co	Phase 1 WM Repl; PRV	95,269	325	6/4/2012	7,960,000
7196-01	Southfield	Oakland Co	Repl mains (Phase 1)	76,267	325	8/27/2012	15,520,000
7339-01	Wayne Co	Sumpter Twp	WM Repl	11,994	315	6/4/2012	105,000
7343-01	Port Huron	St. Clair Co	Repl mains; looping (21st St)	30,428	315	3/12/2012	5,600,000
7320-01	YCUA	Washtenaw Co	Repl mains (E. Michigan Ave)	74,537	300	3/12/2012	390,000
7372-01	YCUA	Washtenaw Co	Repl mains (Golfside)	74,537	300	3/12/2012	425,000
7322-01	YCUA	Washtenaw Co	Repl mains (E. Clark Rd)	74,537	300	3/12/2012	2,330,000
7370-01	Port Huron	St. Clair Co	Repl mains (Sanborn St. Ph. 1)	30,428	290	3/12/2012	445,000
7354-01	Huron Charter Twp	Wayne Co	WM Repl	15,879	290	3/12/2012	2,660,000
28 Projects							121,740,000

DWRF

Drinking Water Revolving Fund Green Projects Fiscal Year 2012 in Project Priority List Order

DWRF

Project No.	Loanee	Location	Project Description	GPR Amount	Binding Commitment Amount	Categorical Business Case	Type of GPR
7362-01	Ann Arbor	Washtenaw Co	Water sys impr	\$ 3,380,000	\$ 9,770,000		X
7338-01	Cadillac	Wexford Co	New wells/main	\$ 457,000	\$ 3,855,000		X
7373-01	Allegan	Allegan Co	Repl mains - Ph 3 (Monroe St)	\$ 150,000	\$ 150,000		X
7374-01	Grand Rapids	Kent Co	Water sys impr	\$ 1,724,000	\$ 5,350,000		X
7294-01	Dexter	Washtenaw Co	WM Repl	\$ 1,300,000	\$ 1,300,000		X
7367-01	Leslie	Ingham Co	Water sys impr	\$ 393,000	\$ 1,795,000		X
7314-01	South Lyon	Oakland Co	Repl mains; add. LS pump	\$ 5,780,000	\$ 6,260,000		X
7269-01	Howell	Livingston Co	Repl mains (Phase 3)	\$ 3,140,000	\$ 3,140,000		X
7299-01	Northville Twp	Wayne Co	Repl mains & booster stn upgrd	\$ 1,595,000	\$ 1,960,000		X
7281-01	Kentwood	Kent Co	New trans; repl mains; looping	\$ 2,830,000	\$ 5,405,000		X
7344-01	Marysville	Marysville	Intake Rehab; WTP Sedimentation Basins	\$ 1,055,000	\$ 3,000,000		X
7352-01	Port Huron	St Clair Co	Repl mains (Water St)	\$ 1,400,000	\$ 1,400,000		X
7355-01	Livonia	Wayne Co	Phase 1 WM Repl; PRV	\$ 5,930,000	\$ 7,960,000		X
7196-01	Southfield	Oakland Co	Repl mains (Phase 1)	\$ 15,520,000	\$ 15,520,000		X
7343-01	Port Huron	St Clair Co	Repl mains; looping	\$ 5,600,000	\$ 5,600,000		X
7300-01	Melvindale	Wayne Co	Repl mains/services; looping	\$ 3,600,000	\$ 3,600,000		X
7320-01	YCUA	Washtenaw Co	Repl mains (E. Michigan Ave)	\$ 390,000	\$ 390,000		X
7322-01	YCUA	Washtenaw Co	Repl mains (E. Clark Rd)	\$ 2,330,000	\$ 2,330,000		X
7290-01	Wayne	Wayne Co	Upgrd meters w/ cent read sys; repl mains	\$ 2,315,000	\$ 4,465,000		X
				\$ 58,889,000	\$ 83,250,000		



Y:\20070548\Design\ProjectData\GIS\SL_Water.mxd

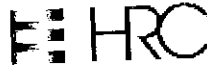
David Murphy

From: VanDeCreek Jesse [jvandecreek@hrc-engr.com]
Sent: Monday, August 08, 2011 4:16 PM
To: David Murphy
Cc: bmartin@southlyonmi.org; Steve Renwick; McCormack Keith; Kniga, Tim
Subject: DWRF South Lyon 7314-01

Follow Up Flag: Follow up
Flag Status: Flagged

David-
Please see below for response received from Eric Pocan (MDEQ) regarding the South Lyon DWRF and GPR status. We stand prepared to assist with presentation of the City's qualification to Council. Please feel free to call if you have any questions or require additional information. Thank you

Jesse B. VanDeCreek, P.E.
Associate
Hubbell, Roth & Clark, Inc.
50 Cherry Street
Mt. Clemens, MI 48043
Phone: (586) 569-5000
Direct: (586) 569-5011
Cell: (248) 535-3322
Fax: (586) 569-0119
E-mail: jvandecreek@hrc-engr.com



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X **From:** Pocan, Eric (DNRE) [mailto:POCANE@michigan.gov]
Sent: Monday, August 08, 2011 3:26 PM
To: VanDeCreek Jesse
Subject: RE: DWRF South Lyon 7314-01

Jesse,
As South Lyon stands on the current draft PPL they would be in the fundable range for 2012. South Lyon would also be eligible for green project reserve money for its green components and be eligible for 50% principle forgiveness on these green elements. If you have any additional questions feel free to give me a call. Thanks

Eric Pocan, Project Manager
Department of Environmental Quality
Resource Mangement Division
Revolving Loan Section
517-335-1969 Office
517-335-0743 Fax

From: VanDeCreek Jesse [mailto:jvandecreek@hrc-engr.com]
Sent: Monday, August 08, 2011 2:18 PM
To: Pocan, Eric (DNRE)
Subject: DWRF South Lyon 7314-01

AGENDA NOTE

New Business: Item #7

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: City Clerk/Treasurer

AGENDA TOPIC: Purchase of File Server for City Hall and DPW

EXPLANATION OF TOPIC: Within the 2011-2012 Fiscal Year budget, \$10,000 was budgeted to replace the current server which is approximately 7-8 years old. Last year we tied the DPW into this server through T1 lines in order to avoid additional computer related expenses within that department. This also allows the DPW to take advantage of the off-site back-up system. However, with that addition, we are reaching our capacity and speed has decreased. I did attempt to get three separate quotes from area computer businesses however their unfamiliarity with our network and software kept them from bidding. Although they would be able to provide the hardware, they would not be able to provide the installation and transfer of our software and data. Tech Resources, Inc. who has been our computer supplier and technical support for almost 20 years has provided a quote. I also have cost information direct from HP and Dell, which should satisfy the required three quotes. I am asking Council to approve the quote from Tech Resources, Inc. in the amount of \$6,170.15 plus installation.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Quotes from HP, Dell and Tech Resources, Inc.

POSSIBLE COURSES OF ACTION: Approve/Not Approve the quote from Tech Resources, Inc. for the installation of file server for City Hall and DPW

RECOMMENDATION: Approve the quote from Tech Resources, Inc. for the installation of file server for City Hall and DPW

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the quote from Tech Resources, Inc. for the installation of a new file server for the City Hall and DPW in the amount of \$6,170.15 plus installation

Julie Zemke

From: Matt Shelly [MShelly@trsyst.com]
Sent: Monday, July 25, 2011 12:31 PM
To: Julie Zemke
Subject: File Server for City and DPW

Julie,
Here is the quote for the new City Server, let me know any questions.
THANKS

July 25, 2011 / Quote # 580478



System shown may not represent the system in the quote

Tech Resources
Prepared by: Matt Shelly
2488897860 / mshelly@trsyst.com
South Lyon
Prepared for: Julie Zemke

Configured System	Qty	A2505R1
Server Management	1	INTEGRATED LAN FOR CITY OF SOUTH LYON
Operating System	1	MS SBS 2011 STANDARD ENG 64BIT 1-4CPU 5CLT T72-02881
including	1	MID SERVER MS WIN SBS STANDARD DSP
Optical Drive	1	LITEON SLIM SATA DVDRW BLACK 8X BULK NO SW # DS-8A5S
Processor	2	OPTERON 6100 G34 SKT 6128 2.0GHz 8-CORE 12M L3-CACHE 80W
Server Chassis	1	SM AS-1022G-NTF AMD G34 1U 4HS HDD, 560W PS, 2 PCIe x8

Onboard Hard Drive Controller	1	INTEGRATED SATA RAID FOR CITY OF SOUTH LYON
SAS/SATA RAID Controller	1	LSI 9240-4i LSI00199 4PORT SGL SAS/SATA PCIE2.0 6Gb INT
Hard Drives 1-4	4	SG ST3500514NS 500GB SATA 3GBS 7200RPM 32MB CONSTELLATION ES
Network Card	1	INTEGRATED GIGABIT LAN FOR CITY OF SOUTH LYON
Memory	2	KGTN KVR1333D3S4R9S/2G 2G 1333MHz DDR3 ECC Reg w/P CL9
Warranty	1	Tech Resources Mid Server Extended (3yr) Hardware Warranty
Graphics Engine	1	INTEGRATED VIDEO FOR CITY OF SOUTH LYON
Motherboard	1	INTEGRATED MOTHERBOARD FOR CITY OF SOUTH LYON
OS Client Licenses	2	MS SBS STD CAL STE 2011 64BIT ENG 5-USER CAL 6UA-03599
Backup And Recovery Software	1	SYMC BACKUP EXEC 2010 WIN SBS STANDARD 12 MO
including	1	SMNTEC BCKP EXEC 2010 MEDIA SERVER WIN

Unit Price	x Qty	= Sub	+ Tax	+ Ship	= Total
\$6170.15	1	\$6170.15	\$0.00	\$0.00	\$6170.15

On-Site Installation and configuration of W2011 SBS File Server and complete City Network Security is \$95 per Technician and would not exceed 35 Hours. This is a not to exceed proposal and Tech Resources, Inc only invoices for the hours the Certified Technicians are on-site performing

the installation/configuration.

LOCAL SERVICE & SUPPORT

"Serving SE Michigan Communities for over 18 years!"

Sincerely,

Matt Shelly

Tech Resources, Inc.

248.889.7860 x111

mshelly@trsyst.com

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Call for availability 888-728-9985³

This order will be shipped to:

Julie Zenke
South Lyon
335 Warren
South LYon, MI 48178
(248) 437-1735
mshelly@trsyst.com

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This order will be billed to:

Julie Zenke
South Lyon
335 Warren
South LYon, MI 48178
(248) 437-1735

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Summary

-Configurable-HP ProLiant DL165 G7 Non-Hot Plug Server

HP ProLiant DL165 G7 Non-Hot Plug Server
8-Core AMD Opteron™ Processor Model 6128
(2.0GHz, 80W)
HP 4GB PC3-10600R 2x2GB 2Rank Memory
8-Core AMD Opteron™ Processor Model 6128
(2.0GHz, 80W)
HP 4GB PC3-10600R 2x2GB 2Rank Memory
Microsoft® Windows® Small Business Server
2011, Standard, includes 5 CALs
HP Embedded SATA Controller
HP 500GB 3G SATA Non-Hot Plug 7,200rpm 3.5
inch MDL Hard Drive (1-year warranty)
HP 500GB 3G SATA Non-Hot Plug 7,200rpm 3.5
inch MDL Hard Drive (1-year warranty)
HP 500GB 3G SATA Non-Hot Plug 7,200rpm 3.5
inch MDL Hard Drive (1-year warranty)
HP 500GB 3G SATA Non-Hot Plug 7,200rpm 3.5
inch MDL Hard Drive (1-year warranty)
HP 9.5mm SATA DVD RW Drive
2 HP Embedded NC362i Dual Port Gigabit Server
Adapters (4 ports)
HP 500W Factory Integrated Power Supply
HP Lights-Out 100i Management
Protected by HP Services, 3-Year Next Day Part
Replacement, 0-Year Labor, 0-Year Onsite support
with next business day response.

	Unit price	Quantity	Total price
HP Care Pack, 3 Years, 4 Hours, 13x5, Hardware, DL14x/DL16x	\$3,702.00	1	\$3,702.00
HP Care Pack Install ProLiant DL16x	\$525.00	1	\$525.00
HP Care Pack Install ProLiant DL16x	\$200.00	1	\$200.00
Microsoft® Windows® SBS 2011 Standard 5 Device CAL License	\$406.00	3	\$1,218.00

Subtotal (before discounts):	\$5,645.00 ¹
(Estimated) Tax:	\$341.38 ²
(UPS Ground) Shipping and handling:	\$44.63
Grand Total:	\$6,031.01

¹ HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

² Tax shown is an estimate - precise tax calculation will take place upon order processing.

³ HP is not responsible for delays outside of our immediate control, including delays related to order processing or unexpected increase in demand. Typically only orders paid for by credit card receive credit approval on the same day the order is placed. Orders delayed due to order processing will default to an Estimated Ship Date 30 days from the date credit is processed and the order is released. Estimated Ship Dates are based on any known extended lead times.

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\$5,689.63
plus install

No back-up software
\$578.41

\$6,268.04



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			UPDATE	

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Review Summary

1. COMPONENTS



2. SERVICES & SUPPORT



3. REVIEW SUMMARY



Dell PowerEdge R415 - New!

Price

\$6,659.00

Preliminary Ship Date: 8/17/2011

Print Summary

Please Take a Moment to Review

Review Your Dell PowerEdge R415 - New!

Date & Time: 8/8/2011 7:58:55 AM

Dell PowerEdge R415 - New!

Unit Price: \$6,659.00

PowerEdge R415 Chassis w/ up to 4 Hot-Plug Hard Drives, LCD diagnostics, Microsoft® Small Business Server 2011, Standard Edition, Factory Installed

SYSTEM OPTIONS

PowerEdge R415	PowerEdge R415 Chassis w/ up to 4 Hot-Plug Hard Drives, LCD diagnostics	edit
Processor	AMD Opteron™ 4170HE, 6C 2.1GHz, 3M L2/6M L3, 1333Mhz Max Mem	edit
Additional Processor	AMD Opteron™ 4170HE, 6C 2.1GHz, 3M L2/6M L3, 1333Mhz Max Mem	edit
Memory	8GB Memory (4x2GB), 1333MHz, Single Ranked LV RDIMM for 2 Processor, Optimized	edit
Operating System	Microsoft® Small Business Server 2011, Standard Edition, Factory Installed	edit
Optional Virtualization Offerings	None	edit
Secondary OS	None	edit
OS Media kits	Microsoft® Small Business Server 2011, Standard Edition with Media	edit
Enabled Virtualization	None	edit
Hard Drive Configuration	RAID 5 for H700 Controllers	edit
Internal Controller	PERC H700 Adapter, External RAID Controller 512MB Cache	edit
External Controller	None	edit
Hard Drives	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive	edit
Power Supply	Power Supply, Non-Redundant, 480W	edit
Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	edit
OS Partitions	None	edit

SYSTEMS MANAGEMENT OPTIONS

Embedded Management	iDRAC6 Enterprise	edit
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NETWORKING OPTIONS

Network Adapter	One Two-Port Embedded Broadcom® NetXtreme II 5716 Gigabit Ethernet NIC	edit
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STORAGE BACKUP OPTIONS

Host Bus Adapter/Converged Network Adapter	None	edit
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SOFTWARE OPTIONS

OS Client Access Licenses	15-Pack of Windows® Small Business Server 2011 USER CALs (Standard)	edit
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OTHER OPTIONS

Rails	ReadyRails™ Sliding Rails with Cable Management Arm	edit
Bezel	Bezel	edit
Internal Optical Drive	DVD-ROM Drive, Internal	edit
Server Accessories	USB to PS2 Adapter for KVM Connectivity	edit
System Documentation	Electronic System Documentation and OpenManage DVD Kit	edit
Optional Documentation	None	edit

OTHER OPTIONS

Tape Backup Software	Symantec Backup Exec 2010 R3 Small Business Server Suite 1yr	edit
Systems Management Consoles and Licenses	None	edit
Systems Management Upgrades	None	edit
Systems Management	None	edit
Uninterruptible Power Supplies and Accessories	None	edit
Red Hat Enterprise Linux Licensing	None	edit

SERVICES

Hardware Support Services	3 Year ProSupport and NBD On-site Service	edit
Proactive Systems Management	None	edit
Installation Services	No Installation	edit
Keep Your Hard Drive	None	edit
Open Manage Subscription	None	edit
Proactive Maintenance	None	edit
Data Protection Offers	None	edit
Dell Recycling	None	edit
Remote Advisory and Onsite Services	None	edit

Also included in this system

The following options are default selections included with your order

- Shipping Material, PowerEdge R415
- HD Multi-Select

\$6,659⁰⁰
plus install

[Add To Cart](#)



Preliminary Ship Date: 8/17/2011

1. COMPONENTS

2. SERVICES & SUPPORT

3. REVIEW SUMMARY

Please note that this Microsoft software product may use technological measures for copy protection. In such event, you will not be able to use the product if you do not comply with the product activation or reactivation procedures, which may be completed by Internet or telephone (toll charges may apply). Configuration, pricing, and monthly payment information above is estimated and presented for your convenience only. All pricing, shipping and monthly payment information is subject to change without notice. Final order specifications and amounts, including tax and shipping, will be communicated following receipt of your online order. Dell will not be responsible for typographical or other errors or omissions regarding prices or other information. Products displayed are available to US customers who take delivery in the 50 United States. All sales are subject to Dell's Term and Conditions of Sale. Intel, Pentium, Intel Inside and the Intel Inside logo are trademarks or registered trademarks of Intel Corporation or its subsidiaries in the United States and other countries. The Preliminary Ship Date represents the estimated time it takes to process your order and custom build your computer based on approved purchase. The Preliminary Ship Date is not intended to provide you with an actual estimated ship date. You will receive your estimated ship date in your e-mail confirmation after purchase. Your estimated ship date may vary based upon quantity of computers ordered.

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AGENDA NOTE

New Business: Item #8

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: DPW

AGENDA TOPIC: Alarm/Camera System for Historic Village and Comfort Station

EXPLANATION OF TOPIC: Grant from Insurance Company for up to 50% or \$7500 reimbursement.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo, Letter from Insurance Company, Quotes from Guardian Alarm and ADT

POSSIBLE COURSES OF ACTION: Approve purchase/do not approve purchase.

RECOMMENDATION: Approve purchase

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase and installation of alarm system and cameras from ADT in the amount of \$11,071 and annual service charge of \$1,371.



A Memorandum from
The
City of South Lyon
Department of Public Works
Steven S. Renwick, Superintendent

Date: September 7, 2011
To: David Murphy, City Manager
Subject: Purchase of Cameras and Alarm System

The City has received a grant from Michigan Municipal Risk Management Authority (MMRMA) in the amount of 50% or up to \$7,500 for the installation of an alarm system and cameras at our Historical Village and the Comfort Station in McHattie Park.

The installation of these systems are to protect the buildings at the Historical Village and the Comfort Station and will help reduce vandalism at these sites.

After reviewing the proposals from ADT and Guardian Alarm companies it is my recommendation to go with ADT for the installation and monitoring of the systems.

ADT is not the lowest price for the installation of the system at \$11,071; however they do have the lowest monitoring fee for the systems at \$1,371 annually (\$114.25/month). Guardian has an installation fee of \$9,900 with an annual fee of \$2,160 (\$180/month). A third proposal was submitted by MacDonald Electric for the installation of cameras alone at the cost of \$18,370 and installation of fire alarm at \$8,790.

Based on the cost from ADT the city would be reimbursed \$5,535.50 from MMRMA after submittal of paid invoices.

cc: File

Mailing: 335 S. Warren St., South Lyon, MI 48178

Office: 530 Ada St., South Lyon MI 48178

E-Mail: sldpw@southlyonmi.org

Phone: (248) 437-6914

Fax: (248) 587-0080

Web Site: www.southlyonmi.org

C:\Documents and Settings\dmurphy\Local Settings\Temporary Internet Files\Content.Outlook\D0EFW1JD\20110907 Memo Alarm Camera System.docx



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

May 25, 2011

Steve Renwick
City of South Lyon
335 South Warren Street
South Lyon, MI 48178

RE: RAP

Dear Mr. Renwick:

I am pleased to inform you that the RAP application for your South Lyon Park and Historical Village Security project was approved. The Committee authorized 50% funding up to \$7,500 for your project.

Payment will be based upon confirmation from the City of South Lyon of their payment of their portion of the expense. Please send a copy of your paid invoice or other documentation of the expenditure. Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Payment of RAP funds is contingent upon the City of South Lyon remaining a Member of MMRMA and in compliance with the Joint Powers Agreement. Your reimbursement is valid for six months from the date of this letter.

Sincerely,

Charles Schwab
Director of Risk Management

CS/clc

cc: David Murphy, City Manager
Ibex Insurance Agency

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MICHAEL L. RHYNER, Executive Director

14001 Merriman Road • Livonia, MI 48154 • 734.513.0300 • 800.243.1324 • FAX 734.513.0318 • www.mmrma.org



GUARDIAN

ALARM • GUARD • MEDICAL MONITORING



April 22, 2011

South Lyon Historical Building
300 Dorothy St
South Lyon, MI 48178

RE: Burglar Alarm, Camera, and Fire Alarm Systems

Dear Steve,

Thank you for the opportunity to submit this Guardian Security Proposal. It contains information proprietary to Guardian Security Services and is for South Lyon Historical Building sole and exclusive use.

Recommendations contained within were specifically designed to meet the general requirements set down during our previous discussion and review of your site plans.

Over the past 79 years, Guardian Security Services has not only grown and changed with the industry, we have been the pacesetters for many of the changes. Guardian is Michigan's finest, with over 1,900 employees.

Guardian Security Services provides the best possible equipment to fit your individual security needs at an affordable cost. Most important of all, however, are the people we provide to service that equipment. Our people are the cornerstone of our success, working hard to serve your various security needs. When you choose Guardian, you will experience the peace of mind that only comes through advanced technology and dedicated service.

**WE PROPOSE THE FOLLOWING PROTECTION TO
South Lyon Historical Building:**

SERVING THE UNITED STATES AND CANADA SINCE 1930
Corporate HQ: 20800 Southfield Road Southfield, MI 48075

WWW.GUARDIANALARM.COM 1.800.STAY.OUT (800.782.9688)



GUARDIAN

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Burglar Alarm System

- 1 – Vista 128FBP Combination Burglar Alarm & Fire Alarm Control Panel
- 1 – LCD Keypad
- 2 – Motion Detectors
- 2 – Wireless Door Contacts
- 1 – Wireless Motion Detector
- 5 – 12V 3Amp Power Supplies
- 1 – Repeater

Fire Alarm System

- 3 – Single Action Conventional Pull Stations
- 3 – Hornstrobes Multi-CD Mount Red
- 3 – Wireless Smoke Detectors

CCTV

- 2 – 8 Channel 500GB DVR With DVDRW
- 1 – 4 Channel 500BG DVR
- 9 – Interior/Exterior Color Cameras with 3.6mm Lenses
- 2 – Interior/Exterior Intensifier Color Cameras with 2.8-12mm Lenses
- 2 – Exterior Color Day/Night 5-50mm Cameras
- 3 – 17in LCD Color Flat Screen Monitor
- 3 – Power Supplies for Cameras
- 3 – UPS Surge Protector for DVR
- 1 – Network Connection For Remote Viewing

- 24 Hour Guardian Alarm Central Station Monitoring
- All Labor, Wire & Miscellaneous Installation Material Included
- Guardian Full Parts & Labor Service Agreement Included

Pricing

Total Installation \$9,900+ Tax

Monthly Monitoring & Maintenance \$180

Notes

- Customer to provide open port on network for DVR connection.
- Customer to provide high speed internet service for remote viewing of camera system.
- Camera system is designed for notification purposes not identification.
- Customer to provide IT Support for configuring of Router and Computer Connection.
- AHJ may require fire submittals and prints. This proposal does not include that information and if required will be additional cost to customer.

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Corporate HQ: 20800 Southfield Road Southfield, MI 48075

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We guarantee the best prices for comparable equipment and services. Guardian Security Services provides the best possible equipment to fit your security needs.

Guardian Security Services is a technologically sophisticated *Full Service Security* Company. We will provide you with a quality installation, with quality equipment and back it up with quality service. We have more people per customer than any other alarm company. In short, we have the people and the technology.

This proposal represents Guardian Security Services' commitment to South Lyon Historical Building. We will welcome the opportunity to add any of our services to meet your security needs.

If you have any questions, please feel free to contact me directly at (248) 233-1727.

Sincerely,

Mike Catania
Security Consultant

SERVING THE UNITED STATES AND CANADA SINCE 1930
Corporate HQ: 20800 Southfield Road Southfield, MI 48075

WWW.GUARDIANALARM.COM 1.800.STAY.OUT (800.782.9688)

Confidential Proposal for the City of South Lyon



ADT Always There™

April 25, 2011

Steve Renwick
City of South Lyon
300 Dorothy Street
South Lyon, MI 48178

Steve:

Thank you for giving ADT the opportunity to provide the finest in security services.

ADT Security Services as you know is a world leader in electronic security systems and we take a hard line approach to our reputation. As a business partner with ADT, we look forward to providing "World Class Service" to you and the city.

In this proposal you will find:

- A. Scope of Work and Equipment
- B. Schedule of Investment
- C. Quality Service Plan/General Notes

Again, thank you and please feel free to contact me with any questions or concerns at (248) 376-5670 or via E-mail at lletto@adt.com.

Sincerely,

Larry Leto
Commercial Account Executive

*ADT Security Services
1400 East Avis Drive
Madison Heights, MI 48071
248-583-2400*

CONFIDENTIAL

Prepared for:

City of South Lyon

April 25, 2011

Prepared by: Larry Leto
Commercial Account Executive
ADT Security Services, Inc.

This proposal is submitted by ADT with the following stipulation:

All material and information furnished in this proposal response is strictly confidential and its use is intended solely for the above mentioned client in evaluating ADT Security Services, Inc. as a potential vendor. No portion of the supplied material may be reproduced or distributed in any way without the expressed written permission of ADT Security Services, Inc.

*ADT Security Services
1400 East Avis Drive
Madison Heights, MI 48071
248-583-2400*

Confidential Proposal for the City of South Lyon

Scope of Work/ Equipment-Burglar Alarm

- To Provide and install three (3) Safewatch Pro Security Systems
 - One panel mounted near in the Freight Room
 - One panel mounted in the school
 - One panel mounted in the church
 - To Provide and install two (2) TG-4 GSM Cellular communicators
 - One mounted in the school
 - One mounted in the church
 - To Provide and install two (2) door contacts
 - Main entrance into the school
 - Main entrance into the church
 - To Provide and install two (2) motion detectors
 - One in the school
 - One in the church
 - To re-activate the following items:
 - Freight Station:
 - 2 motion detectors
 - Depot Station:
 - 2 motion detectors
- Note: If above devices are in-operable, they will need to be replaced
- To provide and install one (1) extra keypad in the Depot Station

*ADT Security Services
1400 East Avis Drive
Madison Heights, MI 48071
248-583-2400*

Confidential Proposal for the City of South Lyon

Scope of Work/ Equipment-Video Surveillance

Museum, School and Church

- To provide and install (1) Matrix 8 Channel DVR, H.264, 480-ips, 500GB
 - mounted inside the Depot Station
- To Provide and install one (1) GE Color Vandal Resistant Dome Camera, 500TVL, 2.6-6 mm Varifocal lens
 - mounted on the east side of the Depot Station over the front door
- To provide and install four (4) GE TruVision Color Bullet Cameras, 530 TVL, 6mm-50mm Varifocal Lens
 - 1 mounted on the north extension of the Depot Station
 - 1 mounted on the south extension of the Depot Station
 - 1 mounted on the northwest corner of the Depot station facing north
 - 1 mounted on the southwest corner of the Depot Station facing south
- To provide and install (1) Matrix 4 Channel DVR, H.264, 240-ips, 500GB
 - mounted inside the school
- To Provide and install one (1) GE Color Vandal Resistant Dome Camera, 500TVL, 2.6-6 mm Varifocal lens
 - mounted over the front door facing down to the porch
- To provide and install two (2) GE TruVision Color Bullet Cameras, 530 TVL, 6mm-50mm Varifocal Lens
 - 1 mounted on the southwest side of the building facing the Depot Station
 - 1 mounted on the front of the school facing the gazebo and church
- To Provide and install all necessary wire that meets State and Local and Building code.

*ADT Security Services
1400 East Avis Drive
Madison Heights, MI 48071
248-583-2400*

Scope of Work/ Equipment-Video Surveillance

Parks and Recreation bathrooms

■ To provide and install (1) Matrix 4 Channel DVR, H.264, 240-ips, 500GB

-mounted inside the Electrical room behind the bathrooms

■ To Provide and install three (3) GE Color Vandal Resistant Dome Cameras, 500TVL, 2.6-6 mm Varifocal lens

-1 mounted directly over entrances to the bathrooms

-1 mounted on the northeast corner of the building

-1 mounted on the southwest corner of the building

■ To provide and install three (3) flush mounts for the dome cameras

■ To provide and install one power supply for the cameras

Confidential Proposal for the City of South Lyon

Schedule of Investment-Burglar Alarm

ADT Owned Option

Installation	\$ 0
Annual Service Charges	\$ 1,272

Outright Sale

Installation	\$ 2,863
Annual Service Charges	\$ 541

Schedule of Investment-Video for Museum

ADT Owned Option

Installation	\$ 0
Annual Service Charges	\$ 2,322

Outright Sale

Installation	\$ 6,217
Annual Service Charges	\$ 651

Schedule of Investment-Video, Parks and Recreation

ADT Owned Option

Installation	\$ 0
Annual Service Charges	\$ 725

Outright Sale

Installation	\$ 1,991
Annual Service Charges	\$ 179

*ADT Security Services
1400 East Avis Drive
Madison Heights, MI 48071
248-583-2400*

Confidential Proposal for the City of South Lyon

Annual Service Charges include:

- 24/7 Technical Support via 1-800 number
- 24/7 Monitoring @ UL Certified Central Station
- Quality Service Plan

Quality Service Plan

The Quality Service Plan includes protection for time and materials Monday through Friday, from 8:00 am to 4:30 pm for repairs, replacements or adjustments as the system requires. The plan also includes materials for after hour calls, holidays and weekends. However, the labor for these calls is billable. Acts of God (lightning strikes) or intentional damage to the system is not covered. (Your insurance policy covers acts of God.)

ADT Select™ DataSource- (add 8.00/mo.)

Web-based application allowing authorized employees to view alarm activity at your sites.

- View alarm activity for Burglar, Fire, HUA/Duress and Supervisory alarms from your ADT Intrusion Detection Systems
- Easily view and retrieve exception reports, such as late-to-close, early-to-close, late-to-open and early-to-open
- Request data changes to Site Contracts, Call Lists and Schedules through the Web.

*ADT Security Services
1400 East Avis Drive
Madison Heights, MI 48071
248-583-2400*

MacDonald Electric, Inc.

P.O. Box 502 South Lyon, MI. 48178
Phone 248-486-5498 Fax 248-486-5481

Date; 4-4-2011

PROPOSAL

TO: CITY OF SOUTH LYON

JOB: CAMERAS FOR MC HATTIE PARK

INCLUDES:

- 19 - 4" CAMERA DOME (HONEYWELL HD455)
- 3 - DVR WITH NETWORK SERVER (DVR8TL250)
- 2 - BULLET CAMERAS AT COMFORT STATIONS
(DIGIMERGE 3D-DCBHR1535)
- 1 - 19" LED VIDEO MONITOR
- ALL WIRING, CONNECTIONS, MISCE MATERIALS INCLUDED

TOTAL PRICE,

\$18,370.00

Thank You


Dan MacDonald

NAME

DATE

Please sign and return if you accept this proposal

Proposal for Services

4/27/2011

Customer: ~~San Mac Donald~~ CITY OF SOUTH LYON
Company: MacDonald Electric
Address: P.O. Box 602
South Lyon, MI 48178
Phone: 248.486.5498
Fax: 248.486.5481

Project: Fire Alarm System Installation
Location: McHattie Park
Dorothy Street
South Lyon, MI 48178
Drawing: N/A

The following proposal is for a fire alarm system installation in the Witches Hat Building complex, the old school and the old church. The fire alarm system installation includes 2 conventional fire alarm control panels (1 installed in the Witches Hat Complex and the other in the church, the church will also serve the school building) a smoke detector above each fire alarm control panel, 12 horn/strobes to be located in the 3 buildings, 3 weather proof horn/strobes to be located on the 3 building exteriors and 600 feet of fire alarm cable.

Description of Proposed Consulting and Installation Services:

1. Survey of the project design documents to determine the fire alarm system installation, required.
2. Design the preliminary layouts of the fire alarm system installation for owner approval.
3. Prepare fire alarm system installation design drawings and documents for submittal to the South Lyon Building Dept. for installation approval.
4. Payment of plan review fees and installation permits.
5. Provide and install all equipment, materials and devices to complete the fire alarm system installation, as indicated in this proposal and the design documents.
6. Conduct acceptance testing of the fire alarm system installation with the South Lyon Building Department and/or Fire Department.

Fees for Services: The fire alarm system installation will be billed at a fixed fee of \$8,790.00.

Equipment and Materials	\$4,850.00
Labor, including design and submittals	2,831.00
Design, Engineering, Plan Review and Permits	1,109.00

Client's Deliverables: Client will provide the following items to facilitate the timely start/completion of project:

1. Written authorization to proceed with the proposed fire alarm system modifications.
2. Electronic CAD drawings of the site and buildings.

Work Excluded: The following items are not included within the fire alarm system modifications, scope of work:

1. Overtime hours.
2. Patching and painting.
3. Trenching and conduit between the church and school
4. Central Station monitoring.
5. The dedicated 110 volt line power circuit to each of the fire alarm control panels.

Received Time Apr. 28. 2011 6:51AM No. 7108

AGENDA NOTE

News Business: Item #9

MEETING DATE: September 12, 2011

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Affirm Manager's DDA Appointment

EXPLANATION OF TOPIC: Jan Eldon resigned her position as DDA Board Member on August 8, 2011. Notice of the opening was sent out to all DDA Members twice and put in the paper. The DDA received a letter of interest from two business owners. The DDA recommended Mary Poole from the Lake Street Tavern. If Mary is affirmed by the City Council she will be sworn in and start at the October meeting.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Affirm the appointment of Mary Poole to the DDA Board of Directors.

RECOMMENDATION: Affirm the appointment of Mary Poole to the DDA Board of Directors.

SUGGESTED MOTION: Motion by _____, supported by _____ to affirm the City Manager's appointment of Mary Poole from the Lake Street Tavern to the DDA Board of Directors.

David Murphy

From: Bob Tremitiere [bob@tremitiere.com]
Sent: Thursday, September 08, 2011 2:01 PM
To: David Murphy
Subject: Re: Commission Minutes

Here are the minutes from the September meeting. I haven't yet mailed them to the larger audience because they are out to the attendees for any corrections, but with that caveat I don't see any harm in distributing them. I will send the minutes to the special meetings separately. Julie will also have any earlier Commission meeting minutes if you need them.

South Lyon Historical Commission Meeting

Thursday, September 1, 2011

Minutes

Members Present: Jack Renwick, Larry Ledbetter, Beth Pfiles, Roger Heiple, Norm Somers, Bob Tremitiere

Members Absent: Phil Weipert,

Others Present: Historical Society President Linda Ross, RoseAna Twitchell

The meeting was called to order at 8:30PM

The August minutes were approved (Norm moved, Larry seconded).

Depot Day Update: Larry has lined up several of the people who have previously made it such a success, including the bubble man, magic act, model railroad people, etc. There will also be clowns, face painting, and bagpipes. A fire department ladder truck will be there. Norm has the sound system set up and ready to go. Kiwanis is all set with the hot dogs and other snacks. Larry plans to honor Gail Smolarz at the ceremony. He will call Lorrie Salens to be sure that she attends. Linda said that she isn't sure if Lorrie still plans to do Gail's cross stitch display in the chapel. The Girl Scouts will help with the childrens' games and Boy Scouts from Troops 38 and 228 are promised for set up. Signs are up, flyers have been printed and distributed, and the Herald has run a good article which is great for publicity. Larry will need a check for the tent people on Friday and the rest of the checks on Saturday.

Memorial for Gail: Larry has looked at the sundials at Gardenviews, but still prefers the granite one with the tribute to Gail on it. With Mike's passing, the urgency to get it done for Depot Day is gone, and it will be done sometime later. RoseAna Twitchell mentioned that her son works at a granite shop and could possibly help.

Gardening: Linda reported that the party for the volunteers went very well, that everyone had a good time. The volunteers plan to do it again next year. Everyone got a tour of the buildings.

Organ Donation: Jack suggested that we hire professionals to move it. He will talk to Dave Grimes whose son owns a Two Men and a Truck franchise.

Building Door Locks: Beth suggested that we re-key the door locks on the buildings and issue new keys. It has been awhile since that was done, and no one is sure who has master keys or keys to specific buildings. Norm said that we have about 16 locks, and Jack pointed out that it costs about \$25 each to re-key them. Norm wondered if it would be sufficient to just reactivate the alarm and issue a new pass number. Norm asked when the new alarm system will be installed. Beth will ask David Murphy for a time frame. Jack will get a price to have it done.

Commission Duties: Norm explained that the Commission was formed first and the society came later. All agreed that the description of the Commission's duties that is outlined in the City Code is insufficient to reflect how our role has evolved over the years. Norm presented an updated version that he thought would better reflect our current role. We reviewed it, and agreed. Roger motioned that we recommend the revised wording to David Murphy for presentation to City Council. Bob seconded and the motion passed. The wording is attached at the end of these minutes.

Building and Grounds Usage Rules: Norm also presented a revised version of the usage rules. Again, the Commission reviewed them and agreed with the changes. Roger moved that we submit the revised rules to David Murphy for consideration. Beth seconded and the motion passed. The words are attached to these minutes.

New Business: Farmers' Market: RoseAna Twitchell came to the Commission meeting to discuss the future of the South Lyon Farmers' Market. The market is outgrowing its space, and her reason for coming to the meeting was to explore the possibility of moving the market to the Historical Village. She stressed that this is not a proposal, just an opportunity to get the Commission's input. At this time, the DDA has no plans to move it.

We discussed where the market might go were it to move. The two areas mentioned were the parking lot and the grassy area along Dorothy Street east of the buildings. There was less enthusiasm for the parking lot. It is long and narrow, and is not well suited to a mixture of vehicles and people. In addition, it would not be very visible from Pontiac Trail, a problem that the previous market on Whipple Street had. Most favored the grassy area. RoseAna envisioned the vendors lined up on the grass with the sidewalk as the main path through the market. Bob wondered if lining the vendors up in a row would detract from the sense of community that the current market enjoys, where the vendors are lined up in a circle and the customers are in the center. Jack felt that the Methodist Church should be consulted, since some customers would probably want to park there. Other concerns with either location are that parking tends to get used up by people using the volleyball courts and baseball diamonds in McHattie Park, and Linda mentioned that the Girl Scouts meet in the freight house on Wednesdays from 6-8. RoseAna thanked the Commission for their input and will take our suggestions and concerns back to the DDA.

Other Business:

Linda asked if the Commission would support a motion that the money that the City collects from weddings in the Chapel go to the Society (after subtracting the wedding planner's salary). Roger made a motion to that effect. Norm did not feel that it should be done. His feeling is that the Society already has \$32K in its treasury, and does not need more. In fact, his feeling is that that is an unhealthy amount and that it stifles volunteerism. The motion was withdrawn, and no action was taken at this time.

Linda also mentioned that the Society newsletter is going out tomorrow, thanks to the efforts of Beth, Norm and Myla.

Linda and Tom Ross have also set up an email contact for the Society, at slahs@broadstripe.net.

Norm mentioned that when He, Roger and Jack go south for the winter, we will be down to a bare quorum of 4 members. Is it possible to conduct the meeting via the web? Are there legal issues? We will discuss at the next meeting.

At 9:25, Norm motioned for adjournment. Beth seconded and the motion passed.

Minutes Recorded By Bob Tremitiere, Secretary

Minutes respectfully submitted by Larry Ledbetter, Vice President

Attachment: Commission Duties

Present Web Site South Lyon Historical Commission Duties

The South Lyon Historical Commission works to preserve the History of South Lyon by collecting material, including books, pamphlets, maps, charts, manuscripts, paintings, pioneer narratives, photographs and other artifacts associated with the settlement of the South Lyon Area. The Historical Commission also assists and cooperates with other Michigan Historical Societies to gather other historical material pertaining to the South Lyon area and its early pioneers.

Present South Lyon Historical Commission Duties (from City Code)

1.179 Historical Commission Duties.

It shall be the duty of the South Lyon Historical Commission to collect, arrange and preserve historical materials, including books, pamphlets, maps, charts, manuscripts, papers, copies of domestic and foreign records and archives, paintings, statuary, and other objects and material illustrative of and relating to the history of the South Lyon Area, to procure and preserve narratives of the early pioneers, their exploits, perils, privations and achievements. The Commission shall cooperate with and assist other Michigan Historical Societies of the State and County with a view to gathering historical matters pertaining to the South Lyon Area and its early pioneers.

1.180 Finances,

The City Council of the City of South Lyon may appropriate reasonable sums for the expenses of the South Lyon Historical Commission in connection with the work of said Commission. The Commission shall not obligate itself, or the City, in any financial undertaking unless first authorized by the City Manager.

=====

Revised updated Commission Duties recommended by the Commission Sept. 1, 2011

(Changes suggested in Bold print)

1.179 Historical Commission Duties.

It shall be the duty of the South Lyon Historical Commission to collect, arrange and preserve historical materials, including books, pamphlets, maps, charts, manuscripts, papers, **photos**, copies of domestic and foreign records and archives, paintings, statuary, and other objects and material illustrative of and relating to the history of the South Lyon Area, to procure and preserve narratives of the early pioneers, their exploits, perils, privations and achievements. The Commission shall cooperate with and assist other Michigan Historical Societies of the State and County with a view to gathering historical matters pertaining to the South Lyon Area and its early pioneers. **The Commission shall , in concert with the City of South Lyon, the City Manager and the South Lyon Area Historical Society , help operate, maintain and administer the Historical Village and its annual budget.**

1.180 Finances,

The City Council of the City of South Lyon may appropriate reasonable sums for the expenses of the South Lyon Historical Commission in connection with the work of said Commission. The Commission shall not obligate itself, or the City, in any financial undertaking unless first authorized by the City Manager

Attachment: Rules for use of Historical Buildings and Grounds

PRESENT POLICY

South Lyon Historical Commission

Building Use of July 28 1980

The Historical Commission, the Parks and Recreation Dept., and the Historical Society all have a direct association with the depot and will have top priority in its use.

South Lyon Historical Commission

On Sep 8, 2011, at 11:49 AM, Murphy, David wrote:

Bob,
Do you have any minutes from your last Board Meeting and the special meetings you had? I just want to include them in my Council agenda packet which is going out this afternoon. If you don't have them it can wait until the next meeting. Thank you.

Sincerely,
David M. Murphy
South Lyon City Manager
(248) 437-1735
dmurphy@southlyonmi.org

David Murphy

From: Bob Tremitiere [bob@tremitiere.com]
Sent: Thursday, September 08, 2011 2:01 PM
To: David Murphy
Subject: Special Meeting minutes

Here's the one from Aug 4

MEETING WITH SOUTH LYON CITY MANAGER DAVID MURPHY TO DISCUSS USE OF HISTORICAL VILLAGE BUILDINGS 8/4/2011

Attendees: City Manager David Murphy; Historical Society members Linda Ross, Dorothy Tennant, Barbara Rockwell, Randy Clark, Carl Richards; Historical Commission members Norm Somers, Bob Tremitiere Larry Ledbetter, Phil Weipert, Beth Pfiles

David Murphy opened the meeting, explaining that the purpose of the meeting was to resolve the issue that the current method of collection and disbursement of donations for use of the Chapel does not meet legal requirements. Highlights of a memo from City Attorney Parvin Lee regarding use of City owned buildings are:

- The use of City owned buildings for private or invitational use only requires a City issued permit
- All funds received for such use must be accounted for by the City and reported in its audited statements to the Michigan Department of Treasury
- Persons who are paid to administer such use of the buildings should be employed by the City

The remainder of the meeting was used to clarify the meaning of the memo and to better understand how the current process of using and collecting donations for use came about.

Norm Somers explained that the current document that regulates who can and can't use the buildings was adopted in 1980, before either the school or chapel were part of the building complex. He also pointed out that the building use regulations, as well as the portion of the City Charter that defines Commission responsibility, needs to be revised. There was broad agreement that this needs to be done.

David Murphy pointed out that the current method, in addition to the legal issues, could leave the City liable for injuries that happen when the buildings are in use.

David requested that the Society provide an accounting of monies received and disbursed from use of the chapel for the last fiscal year (July 1, 2010 to June 30, 2011). Society President Linda Ross will call a special meeting to discuss.

Society Board Member Dorothy Tennant emphasized that the wedding coordinator works long hours to assure that the wedding is successful and definitely earns the money paid. David Murphy agreed that the coordinator should be a paid position; the only issue is the way it is currently done vs how it must be done to make it legal. All agreed that Diane Wynings does an outstanding job in this capacity.

Dorothy also pointed out that the use of the chapel for weddings is a significant community asset; that we have received many compliments over the chapel and all of the historical buildings. There were several other comments that supported Dorothy's statement.

In response to a question from Dorothy, who asked if the monies collected by the City (over and above the wedding coordinator's pay) would come back to the Society, David Murphy replied that that is a City Council decision, and suggested that the Society or Commission should approach City Council to request that. Norm Somers felt that the money should come to the Commission to cover building expenses such as heating, electric and repairs. Dorothy responded that money that comes back to the Society benefits the community, in such ways as Depot Day, flags for the parade, and other activities, at no cost to the community.

A number of questions remain unanswered, including a question from Randy Clark who wanted to know what happens if the wedding coordinator becomes a city employee but requires a substitute, which occasionally happens. David Murphy pointed out that he needs answers to a number of questions that he asked before he can come up with answers. A key to getting these answers is having a meeting with the wedding coordinator.

In the end, it was agreed that the process needs to change immediately. David would like to meet with the wedding coordinator who was not present. Dorothy Tennant agreed to talk to her and attempt to set up a meeting with David.

Meeting notes recorded and transcribed by Bob Tremiere

Addendum: Information requested by David Murphy:

- Current procedures for rental
- What facilities or rooms are rented (ie: chapel, school house, freight house, etc)
- Current Rules/Regulations for use of City property
- Current Rules/Regulations of the Historic Village
- Current fee structure
- How the City is indemnified from liability (Waiver?)
- How the fee/deposit is paid
- How employee/paid volunteer accounts for transactions
- Duties and procedures of the coordinator.

**City of South Lyon
Planning Commission Meeting**

July 14, 2011

Chairperson Weipert called the meeting to order at 7:04 p.m.

All present recited the Pledge of Allegiance to the Flag

PRESENT: Commissioners Mosier, Weipert, Bradley, Culbertson, Lanam, Chaundy and Leimbach were present. Commissioners Kurtzweil and Chubb were absent and excused.

Also present were Ben Tallerico (Planning Consultant), Dave Murphy, City Manager, and Kristen Delaney, Director of Community and Economic Development.

APPROVAL OF AGENDA:

Motion by Bradley, supported by Lanam

To approve the Agenda July 14, 2011.

VOTE

MOTION CARRIED UNANIMOUSLY

APPROVAL OF MINUTES:

Motion by Culbertson, supported by Mosier

To approve the Minutes for June 9, 2011 as amended.

VOTE

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Clark Bailo, 21388 Winding Creek Drive

Mr. Bailo has lived in the area for over twenty years. He was present because he owns a property in the B3 business district. The structure has two floors with approximately three thousand square feet, which is split. After reviewing what is allowable in a B3 district he discovered the only thing not allowed are dwellings. He handed out a district map of the area and noted that if the words "excluding dwelling" were removed then he could put apartments into the structure. He was not expecting anything to happen today but would like the opportunity in the future. He was looking for something that makes sense and makes the building more viable. He believes it would be smarter for the city.

Carl Richards, 390 Lennox
Mr. Richards stated that several months ago he asked the Commission to consider setting aside one acre for a park. He has spoken with the historical society and other community members and there seems to be a lot of support. He believes it would be a draw for hundreds of people and noted it would not have to be staffed. It would eventually be self-supporting. Mr. Richards reviewed the history of the county to highlight the historical benefit to having such a park.

OLD BUSINESS

None

NEW BUSINESS

BP Building Façade

Pete Bonth, 14165 N. Fenton Road, Fenton, MI

Mr. Bonth has owned the BP station for the past six years and the brick façade is falling off. He brought with him Gary who will be doing the work for him.

The brick system on the building is a failing system. Because what is on the building currently is not masonry it cannot support real brick. A stucco panel would work and meet the city's requirements.

Weipert asked if it would all be replaced. Gary replied one section at a time.

Tallerico asked if the material was EFIS. Gary replied no, it was panel board. There was a general discussion regarding EFIS and the fact that the panel board would be all the way up from the metal frame, the whole south side and west under the windows until the other sides need replacement. Lanam asked if this was certified from ground contact. Gary stated there was a trim at the sidewalk.

Lanam noted he would prefer to see something more maintenance proof. In his opinion this would be the cheap way out. There was a general discussion regarding other option. Lanam stated he does not consider stucco panel as meeting the masonry requirement and he does not agree with doing half now and half later. He feels it should all be done at one time. Tallerico added they would need a variance for the stucco panel.

Lanam stated he understands not spending a lot of money if the applicant is planning on rebuilding but there must be something in the middle. He does not have a lot of faith in maintenance being done since the building has been allowed to get to this point.

Weipert stated the applicant needed to come up with another material because they could only use twenty-five percent of the stucco panel. Bonth asked what they suggested. Lanam noted it was not up to the Commission to determine. Weipert stated an acceptable list was in the code.

There was a general discussion regarding the acceptable materials and how much

coverage per the ordinance.

Culbertson stated he was concerned about any proposal that did not include all three sides viable to Pontiac Trail. Bonth agreed to do the three sides and the east if economically feasible.

Bonth apologized for his slow response to the city but now wants to move forward. Delaney stated she would send him a copy of the façade ordinance.

New Life Community Center

Lonnie Short, Troy Weidman & Brian Clark, 521 Mill Street

Mr. Short stated they were looking to change from a church to a community center.

Weipert asked if it was a church operating as a community center or vice-versa. Because if it was a church it could be used in other ways but a community center has to go through the city's channels.

Short stated the center is at a financial hardship and they could not partner for financial support from a lot of businesses because they would not all donate to a church.

Weipert stated if they are operating as a community center then they need to make certain it was following the ordinances. Tallerico stated he concurs with the city attorney's evaluation but was unable to do a full reviews. It does matter what activity takes place and questions need to be answered before they could do a review to answer.

Bradley asked if the way they would like to use the space would qualify for the special use. Tallerico replied from the limited information he had, it would appear so.

Culbertson asked if there are church services held on site. Short answered it was not used as a traditional church. It was being used as a recreational ministry. The building was leased but because of how it was being used when fundraising they could not get businesses to donate to a church. They were willing to let that perspective go so it would be a neutral place for everyone. Mr. Weidman added it would be a change in the business model.

Tallerico stated they needed to provide details so they could determine what uses the applicants were planning.

Culbertson asked if church services take place. Short replied yes, on Sunday mornings. Tallerico stated because services happen there does not mean it had to be a church.

Delaney asked if they were making fundamentally altering the building. Short replied no. Tallerico stated they Commission had never seen anything before. They did not know what was on the inside and they need to see what is there as they do for any other business.

Lanam stated he has been there and his children have been there and he likes what they do but noted they probably did not have enough parking per the ordinance, however parents do drop off and pick up. Tallerico stated they could include a drop off/pick up area to help make that case. Bradley noted they might need a variance. Tallerico stated he did not know until he sees the plans.

There was a general discussion regarding the city's attorney's comments. Weipert asked them to come back with a plan and a decision would be made then and if needed, they would set a public hearing.

Alexander Center

Terry Trajkorski, 553-557 S. Lafayette

Mr. Trajkorski stated the building has been in existence for about three years and there was a bond but it expired in 2010. The bond had not been renewed because there was no interest for tenants in the building. The problem is now that he needed a new bond. He has applied for two and one is under review.

Tallerico stated there was a meeting where they did discuss the design and the challenges the applicant would have and a restaurant had never been mentioned. He did not know how a restaurant would go in there because there was not enough room. The Commission stressed to Mr. Trajkorski that a smaller building would give him more options. How he gets the building back on track was another issue.

Trajkorski stated when first presented they had other store front ideas. There are thirty-five parking spaces. Tallerico asked if he was moving forward with the original plan. Trajkorski replied yes and noted he did not know the rules. Tallerico stated he needed to learn the rules. Weipert stated there was required parking for different types of uses. Tallerico stated he needed to re-submit the plan with the retail uses and employees.

Weipert stated the bigger issue was if the site plan had expired. Leimbach noted he believed the site would have to re-start from the beginning. There were numerous violations and a lot of issues that could not be worked around. Chaundy agreed.

Lanam stated the parking was not a new issue and it had been heavily discussed. The violations have to be fixed before any businesses could move in. The parking calculations are the major obstacle. Possibly the best solution would be to demolish the building and start over.

Trajkorski stated the retail area was not designed that way. It was mean for people at the restaurant who want to pick up something else. Lanam stated this was not their personal feeling to determine. The rules were written for the Commission to use and they had to make sure the requirements were met.

Culbertson asked if Mr. Trajkorski was using a new architect. Trajkorski replied yes. Culbertson suggested Mr. Trajkorski speak to his architect because the statues are the statues and they have to be followed. He needed somebody to help him figure out what

he could do based on those statutes. He had been told over and over that the parking was going to be a problem for the size of the building and a restaurant had never been mentioned.

Bradley and Mosier each stated they needed to see a site plan. Weipert agreed and noted it needed to show the intended use and be updated to meet all new ordinances.

Trajkorski agreed and stated for the roofing he had underestimated how much the metal roofing would be and wrote a letter saying he wanted to do shingles instead. Bradley stated then he was changing the site plan that was approved and that cannot be done like that.

Lanam asked how he would address the issue of the fire code. Trajkorski stated he would use double-sided fire drywall. Lanam noted he would need to check that with the fire inspector.

There was a discussion regarding parking calculations.

Annual Report

Tallerico stated it was time to do the annual report. The Commissioners agreed.

TABLED ITEMS

Medical Marijuana Dispensary Ordinance
Complete Streets & Safe Routes to School
Annual Retreat

PLANNING CONSULTANT REPORT

Tallerico presented a report, which included updates from some recent court cases, the Attorney General's opinion of the Medical Marijuana Act, state planning bills, and news from Beckett & Raeder.

STAFF REPORTS

There would be a code enforcement report for the next meeting in August.

There was general discussion regarding excluding dwellings in the B3 district and they agreed to discuss at the next meeting.

ADJOURNMENT

Motion by Culbertson supported by Bradley

To adjourn the meeting at 8:59 p.m.

VOTE

MOTION CARRIED UNANIMOUSLY

Pam Weipert, Chairperson

Jennifer Knapp, Recording Secretary

Keith Bradley, Secretary

**City of South Lyon
Downtown Development Authority Meeting
August 11, 2011**

The meeting was called to order at 8:35 a.m.

Present: Gary Childs, Gary Fagin, Holly Gerdorn, Dave Grimes, City Manager David Murphy.

Absent: Joe Repanshek, Susan Stowe, Rhonda Bifano.
(1) Board Vacancy

Also present: Kristen Delaney, Director of Community and Economic Development for the City of South Lyon, Marilyn Smith (South Lyon Resale Shop), RoseAna Twitchell (South Lyon Farmers Market).

Approval of Minutes:

Motion by Childs, supported by Gerdorn.

To approve the Minutes for July 14, 2011.

Vote: **Motion Carried Unanimously**

Approval of Agenda:

Motion by Childs, supported by Grimes.

To approve the Agenda for August 11, 2011.

Vote: **Motion Carried Unanimously**

Public Comment: Twitchell said she was present to answer any questions about the Farmers Market.

Old Business:

1. **Budget/Financial Report:** No discussion on this item since Treasurer Bifano was not present.
2. **Committee Updates:**
 - a. **Design:** Fagin stated the Design Committee had to cancel this week's meeting. They would be meeting again soon.
 - b. **Marketing & Promotions:** No discussion on the activities of this committee since Co-Chair Stowe was not present.

- c. **Farmers Market:** Twitchell gave an overview of the activities of the Farmers Market. Attendance is up, which she believes is a result of the recent good weather. She is putting some programming into place and some cooking demonstrations.

3. **Website:** Delaney noted that the website was finished and would be live soon.

New Business:

1. **Board Vacancy:** Murphy stated that Eldon had resigned. He said that he had a letter of interest from John McCarter. There was a discussion on how to advertise the vacancy. Delaney will send out an email to all DDA businesses asking that they respond before the end of the month. The applications will be reviewed at the next DDA meeting.

Board Comments: Childs stated that the Chamber of Commerce was working on a downtown event in mid-September. He stated that some downtown business owners were not in favor because they felt that it was too close to Pumpkinfest. There was a lengthy discussion. Gedom stated that she was not against the event, but she did not think that planning it this quickly was a good idea. Smith concurred that it takes several months to plan a quality event. Murphy stated that he thought that the event was a good idea. Brighton has many events and they don't detract from one another.

Delaney asked if the Chamber would wait and collaborate with the DDA on an event for summer 2012. She stated that the City really needs a summer event. She suggested the DDA and Chamber have a joint meeting on November 10, 2011 at the DDA's regularly scheduled meeting to make an annual plan for 2012.

Childs stated they the Chamber would need to discuss the September event and decided whether or not to do it. He was in favor of collaborating with the DDA on a summer event for 2012.

Gedom asked if the Chamber of Commerce would be supporting Pumpkinfest this year. Childs said yes, that was the plan. They would give at least the amount of support that they had given last year.

Adjournment:

Motion by Childs, supported by Grimes.

To adjourn meeting at 9:25 a.m.

Vote:

Motion Carried Unanimously

Gary Fagin, Chairperson

Kristen Delaney, Recording Secretary

SOUTH LYON PARKS AND RECREATION COMMISSION

MINUTES August 10, 2011

Meeting was called to order at 7:00 pm by Chairperson Orlando.

Present: Dianne Beagle
Ed McLoud
Keith McCormick
Mike Orlando
Jeff Thompson
Erica Wilson

Kristen Delaney – City of South Lyon

Bryan Spaller – South Lyon Junior League
Dean Whitcomb – South Lyon Junior League

Danny Burchart – Eagle Scout Candidate
Chris Burchart – Eagle Advisor

Approval of Agenda – Items B. Tube Mill Donations and F. Eagle Scout Project Updates were switched per Beagle's suggestion. Motion by Wilson, supported by McLoud, to approve the agenda as amended. Motion carried unanimously.

Approval of Minutes – Motion by Thompson, supported by Wilson, to approve the minutes from the July 13, 2011 Commission meeting. Motion carried unanimously.

Citizen Comments – None

I. OLD BUSINESS

1. Junior League Baseball Field Update – Bryan Spaller and Dean Whitcomb from the Junior League provided an update on League funds available for the new field. They stated that the League currently has no extra money but they have begun brainstorming ideas for fundraisers to begin as early as this fall. Consequently, proposed construction of the new field has been pushed to summer of 2012. The Commission will also solicit donations to be put toward the new field. A donation box will be available on the registration table at the Labor Day Bridge Walk.

The plans for the new field and existing field upgrade will be presented to City Council at its August 22, 2011 meeting. The Commission will present and representatives from the Junior League will be in attendance to assist in answering questions.

2. Eagle Scout Project Update – Danny Burchart presented his updated railing design for the wooden bridge, revised per Commission request. He also provided

an updated cost estimate. Commissioners approved of the new design and agreed that it complemented the existing railing in the historical village. The Commission requested that Danny notify the City several days prior to the actual construction so the DPW department could barricade the walkway on both sides of the bridge. Motion by Thompson, supported by Wilson to approve the updated railing design and authorize continuation of the project. Motion carried unanimously

3. Tube Mill Donation – A check in the amount of \$1000.00 was received from Michigan Seamless Tube to be used in the construction of the new ball diamond at McHattie Park. City Council officially accepted the donation at its last meeting. A thank you letter from the Commission will be sent by Beagle.

4. Letter Requesting Additional Police Presence in McHattie Park – Beagle stated she did not receive the revised letter. Since Wilson emailed it from a new address, it may have been intercepted by her spam filter. Wilson will resend and Beagle will print letter on City letterhead and mail to Chief Collins.

5. Signage at McHattie and Volunteer Parks – Beagle and City Clerk Julie Zemke discussed proposed verbiage to be included on signs which would be used in all city parks. It was suggested that separate signs regarding the prohibition of skateboards, rollerblades, and bikes be placed around the Historical Village buildings. The finalization of the sign wording is on hold until several issues between the City and Historical Society are resolved. Thompson will design a new Parks & Recreation logo for the common signs.

6. Park Walk-Through Items – The DPW department has completed most of the items on the lists. The remaining items will be done as time and manpower allow.

7. Labor Day Bridge Walk – The items marked with + have been completed:

McCormick – + Discuss water donation with Busch's

Beagle – + Inventory t-shirts

- + Ask Bob Martin of the South Lyon Water Department about water bottle donations (he will donate 100 bottles)

- Send information to the various newspapers and online calendars

- Request that the 'Herald' publish a front page article on the Walk

Delaney – + Retrieve the banners from storage at City Hall. (She will request that DPW personnel affix the banner to the fence along Pontiac Trail.)

- + Request that DPW personnel empty trash receptacles and pick up trash along the route prior to Labor Day

- + Obtain t-shirt quotes

- + Add Walk information to the City's website. Create the online registration form and link to the State of Michigan Bridge Walk website

Olando – + Reserve the car wash sign to advertise the Walk on two separate days the week prior to the Walk (Olando donated money to cover this cost)

Wilson – Mark the route with spray paint

- + Order t-shirts

Thompson - Discuss donations of apples with Erwin's

A donation box will be available for any participants to contribute toward the new ball diamond. Suggestion forms will be available, as was done last year. The 5 mile walk consists of two 2.5 mile loops in a figure-8 type of design. Last year, a participant suggested that we alternate the starting loop for the walk so that people who only want to walk 2.5 miles don't get stuck walking the same loop year after year. The Commission welcomes any suggestions to help make the walks better and more fun for all participants.

II. NEW BUSINESS

1. None

III. Commission Comments – None

IV. Adjournment – Motion by Thompson, supported by Wilson, to adjourn the meeting at 8:04 pm. Motion carried unanimously.

Upcoming meetings/events: September 5 – Labor Day Bridge Walk
 September 14
 October 12
 November 9

Submitted by: _____
Michael Olando, Chairperson

Dianne Beagle, Secretary

**MONTHLY OPERATING REPORT
FOR
AUGUST 2011**

WATER DEPARTMENT

	2011	2010
Drinking Water Pumped	49.198 million gallons	66.096 million gallons
Daily Average:	1.640 million gallons	2.203 million gallons
 Monthly Bacteria Test: *	 10 tests required monthly (18 tests performed and all were zero)	

*Bacteria tests have to be zero

WASTEWATER DEPARTMENT

	2011	2010
Total Wastewater Flow:	31.511 million gallons	28.869 million gallons
Daily Average:	1.050 million gallons	0.962 million gallons
 Available Cyanide	Limit: 5.2 ug/l Reported: 0.0 ug/l	Reported: 0.0 ug/l
Total Mercury	Limit: 30 ng/l Reported: 0.0 ng/l	Reported: 4.0 ng/l
Total Mercury - 12 Month Rolling Average	Limit: 2.0 ng/l Reported: 3.0 ng/l	Reported: 2.5 ng/l
Total Mercury - 12 Month Rolling Average	Limit: 0.000042 lbs/day Reported: 0.000033 lbs/day	Reported: 0.000022 lbs/day
Total Suspended Solids	Limit: 20 mg/l Reported: 9 mg/l	Reported: 9 mg/l
Carbonaceous Biological Oxygen Demand (CBOD5):	Limit: 4.0 mg/l Reported: 2.6 mg/l	Reported: 2.0 mg/l
Ammonia Nitrogen	Limit: 0.5 mg/l Reported: 0.09 mg/l	Reported: 0.06 mg/l
Phosphorous Average:	Limit: 0.3 mg/l Reported: 0.10 mg/l	Reported: 0.07 mg/l
Total Copper	Limit: 41 ug/l Reported: 11 ug/l	Reported: 8 ug/l
Total Phosphorus-Annual Total	Limit: 800 lbs/year Reported: 299 lbs/year	Reported: 354 lbs/year

mg/l = 1 in 1,000
ug/l = 1 in 1,000,000
ng/l = 1 in 1,000,000,000

* Plant designed to treat 2.5 million gallons/day
* All results reported as a monthly average.