

Regular City Council Meeting

February 24, 2014

Agenda

7:30 p.m. **Call to Order**
 Pledge of Allegiance
 Roll Call
 Approval of Minutes: January 10, 2014
 Approval of Bills (none)
 Approval of Agenda
 Public Comment

I. Old Business

1. Letter of Engagement with HRC for Road Inventory
2. 2014-2017 Contract with Peoples Express
3. 2014 Tri-Party Program
4. Discussion about City Cable Commission

II. New Business

1. Acceptance of Donation from Ann Arbor Bicycle Touring Society
2. Wine Tasting at the Farmers Market
3. Contract for Ballot Programming and Layout Services
4. Police and Fire Department Dispatch Agreement – City of Novi
5. SLARA Contract

III. Manager's Report

IV. Council Comments

V. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
FEBRUARY 10, 2014

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 Pro Tem Rzyzi, Council Members Dixon, Kivell, Kramer
Kopkowski and Wedell

ALSO PRESENT: Department Heads: Collins, Deaton, Kennedy and Martin
City Attorney Wilhelm

ABSENT: Mayor Wallace and City Manager Cook

Mayor Pro Tem Rzyzi led those present in the Pledge of Allegiance

CM 2-1-14 MOTION TO EXCUSE ABSENCE

Motion by Dixon, supported by Kopkowski
Motion to excuse the absence of Mayor Wallace

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES

CM 2-2-14 MOTION TO APPROVE MINUTES

Motion by Wedell, supported by Kramer
Motion to approve minutes of January 27, 2014 Council meeting as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLSCM 2-3-14 MOTION TO APPROVE BILLS

Motion by Kramer, supported by Kivell

Motion to approve the bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

Chief Collins stated he would like to amend the agenda by removing the words for Parks and Recreation from item #4. The title should be Authorize Distribution of Master Plan.

CM 2-4-14 MOTION TO APPROVE AGENDA

Motion by Kramer, supported by Dixon

Motion to approve the agenda as amended

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Michelle Eaton of 2100 N Telegraph, Pontiac Oakland County Development Community Affairs. She stated she is in support of the Industrial Facilities Tax Exemption Certificate for Michigan Seamless Tube. They are one of our largest employers and they continue to grow. She further stated she would like thank South Lyon for utilizing the tools given to them for Economic Development.

OLD BUSINESS

1. Public Hearing for Industrial Facilities Tax Exemption Certificate as requested by Michigan Seamless Tube

Mayor Pro Tem Rzyzi opened the public hearing at 7:35 p.m.

Tony Sokol of Valutech stated he is here to represent Michigan Seamless Tube. He further stated MST will be spending 6.8 million on a new building, 18.4 million on new machinery and will gain 11 new jobs.

Mary Ritchie of Oakland County Equalization stated she has supplied a tax analysis on the real and personal property value and the impact on our community if granted. It will be the second IFT in the community. She stated they will be getting relief of half of the tax obligation for the 13 year term. Councilman Wedell asked if the schools are held harmless. Ms. Ritchie stated they have a per pupil allowance that will hold them harmless. Councilman Kramer stated the IFT was issued in 2011 was for 12 years, why are they asking for an additional year, and is that common. Ms. Ritchie stated they are asking for one year beyond completion and it is about the same number of IFT's that are requested for just the 12 years. She further stated it is the decision of the City for what period they grant this request. Mr. Sokol stated the project isn't always completed the first year. Mr. Kramer stated in 2011 MST stated there will be an additional 20 jobs. Did that happen? Mr. Whitver stated they did hire 6 and they are now hiring 11 more, but they are not at full capacity yet, when they are, there will be a total of 22 - 24 jobs. Councilman Kramer asked who checks on the progress of the projects. Ms. Ritchie stated they look at the construction period of the certificate and will end with the date that has been defined, if anything is done after that date, it is moved to the ad valorem roll and taxed accordingly. Discussion was held regarding the last IFT that was issued. City Attorney Wilhelm stated the abatement agreement that is attached in the packet states there is a review and revocation process if the City feels the jobs and the investment were not made. Ms. Ritchie from Oakland County Equalization stated from the assessing vantage, the assessor and auditor will review what they file is in fact what is related with the application. They do their due diligence. Attorney Wilhelm stated the legislature is phasing out the personal property tax, what would happen to this. Mr. Ritchie stated they are subject to taxation for the life of the certificate. She further stated the personal property filings are state required and if a business does not file, the OEC auditor will make an assessment.

Mayor Pro Tem Rzyzi closed the public hearing at 7:50 p.m.

A. Approval of Tax Exemption Resolution

CM 2-4-14 MOTION TO APPROVE INDUSTRIAL TAX FACILITY TAX EXEMPTION

Motion by Wedell, supported by Kopkowski

Motion to approve resolution 02-14

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on June 13, 2011, the City of South Lyon City Council by resolution established an Industrial Development District; and

WHEREAS, Michigan Seamless Tube, LLC has filed an application for an Industrial Facilities Tax Exemption Certificate with respect to an expansion of their facility to be installed within the Industrial Development District; and

WHEREAS, before acting on said application, the City of South Lyon held a hearing on February 10, 2014, at the City and School Administration Building located at 335 S. Warren, South Lyon, Michigan at 7:30 p.m., at which hearing the applicant, the Assessor and a representative of the affected units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before February 10, 2014, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of South Lyon; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of South Lyon, after granting this certificate will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Lyon, that:

The City Council finds and determines that the granting of the Industrial Facilities Tax Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of South Lyon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of South Lyon.

The application from Michigan Seamless Tube, LLC for an Industrial Facilities Tax Exemption Certificate with respect to a Plant Improvement on the following described parcel of real property situated within the Industrial Development District:

T1N, R7E, SEC 19 & 30
PART OF NE ¼ OF SEC 30 &
PART OF SE ¼ OF SEC 19

BEG AT N ¼ COR OF SEC 30,
 TH N 01-13-00 E 62.41 FT,
 TH S 81-47-25 E 276.04 FT,
 TH S 00-34-45 E 332.54 FT,
 TH N 89-25-30 E 43.50 FT,
 TH S 01-10-45 E 424.41 FT,
 TH ELY 352.42 FT,
 TH N 198 FT
 TH E ALG S LINE OF 'KINGSLEY CALKINS ADD' 642.73 FT,
 TH S ALG W LINE OF EST ST
 910.25 FT,
 TH WLY ALG NLY LINE OF GTRR
 R/W 1261.25 FT TO
 N & S ¼ LINE,
 TH NO 01-28-00 W 1550.52 FT
 TH BEG 31.27 A

Be and the same is hereby approved.

The Industrial Facilities Tax Exemption Certificate when issued shall be and remain in force for a period of 12 years after completion.

VOTE: MOTION CARRIED UNANIMOUSLY

2. Second Reading of Sign Ordinance

Mr. Carmine Aventini of LSL Planning stated this is a comprehensive sign ordinance and there were some minor changes made since the First Reading. The biggest change was the change in the size area for projecting signs, and it was changed to 10 square feet per side. He further stated this was approved by the Planning Commission

CM 2-5-14 MOTION TO APPROVE SECOND READING

Motion to approve by Kivell, supported by Kramer

Motion to approve the second reading of the Sign Ordinance 01-14

VOTE: MOTION CARRIED UNANIMOUSLY

3. David Murphy/MERS Agreement

2/10/14

City Attorney Wilhelm stated this agreement is self-explanatory and required by MERS. The agreement memorializes the understanding between the City and David Murphy and the 6 months' pay that he received pursuant to his contract.

CM 2-6-14 MOTION TO APPROVE MURPHY/MERS AGREEMENT

Motion by Kivell, supported by Dixon

Motion to approve the letter of agreement with David Murphy and the City of South Lyon

VOTE: MOTION CARRIED UNANIMOUSLY

4. Authorize Distribution of Master Plan

Mr. Aventini stated this master plan was recommended for distribution by the planning Commission. He further stated this process is by State law. He further stated the Planning Commission prepares the draft, then they recommend Council to distribute it. The Master Plan is then distributed to multiple departments including the Road Commission and the State. He further stated the outside departments may make suggestions or comments. The Planning Commission will then reviews the plan and suggestions, and make any changes they feel necessary. After that, there will be a formal presentation for Council and the Public; therefore Council will have opportunity to suggest any changes they would like. Councilman Kivell asked if we should anticipate much feedback. Mr. Aventini no, probably not. The most significant changes are the downtown area. He further stated we may get feedback regarding roads from MDOT or the Road Commission, if so; we could always meet with them. Councilman Kivell stated he is hoping we will not be forced to lose our on street parking. He further stated there wasn't a lot of mention about downtown crosswalks, and he would have like to see that in there. Mr. Aventini stated he will check on that, but to keep in mind they are in the distribution phase and there is ample time to make any changes necessary.

CM 2-7-14 MOTION TO APPROVE DISTRIBUTION

Motion by Kramer, supported by Wedell

Motion to distribute Master Plan

VOTE: MOTION CARRIED UNANIMOUSLY

5. Discussion of Cable Commission

City Attorney Wilhelm stated based on previous meetings; he is providing Council with the different options available for a Cable Commission. Our ordinance states our Cable Commission will be a three member Commission. If you are looking to do something other than that, you can form an ad hock committee to investigate what Council wants the channel to look like, what you want to accomplish for the Community, and for recommendations for Council to proceed. Councilman Kramer stated if we form this Commission, will it oversee the programming that will be viewed on the channel, other than what the City is putting on there. Dan Pelchat of 364 Stanford stated he is happy this is on the agenda. He is happy the Channel is back on the air. He stated the last 20 years it has shown when you can't park on the street, when there is no school, and local sports. He further stated he didn't have a problem with Mayor Wallace losing the station, but it does seem right now Council is trying to crawl out of quick sand. We do have the equipment and the boards back, but we don't have the volunteers. We have two volunteers so far, which he is one of them. He stated we do need to decide what we want to show on this channel, but keep in mind we have had sports on the air for the last 20 years, there have been plenty of volunteers. The delay is starting to upset him and other members of the Community. Councilman Kramer stated we had no control over the station, now what we are trying to do is to control the channel and to oversee what is viewed on the channel. Mr. Pelchat stated he dropped off a dvd of a local basketball game last week, and it has yet to be played on the channel. He did that as a test run to see what Council would do. He stated he would like to get with the other person who wants to be on the Commission and they can bring ideas to Council. He asked how long will we wait for another volunteer, and how long until we play the basketball game he dropped off. Councilman Kivell stated he viewed the dvd and Mr. Pelchat did a great job on it, but there was advertising on the dvd, and he doesn't think that is appropriate for the City's Channel. Mr. Pelchat stated he understands if the City does not want any advertising, he will squash the advertising if needed, and people can come out and volunteer their time. Councilmember Kopkowski stated it isn't for Council to decide, it is for the Commission to decide. Councilman Kivell stated until the Commission is in place, Council is responsible for what is shown on the channel. Mr. Pelchat stated it takes a lot of time to go to the game and record it, then take it home and edit it. Councilman Kramer stated there should have been discussions regarding the cable channel and the contract years ago, and we realize we need to get this commission going, and set some ground rules, and hopefully this will be taken care of. Mr. Pelchat stated he will get the third person and he will be at the next Council Meeting.

Maggie Kurtzweil stated she is a business owner in the McHattie Business Center. She stated she is a business attorney and she looks at things a little differently, she looks at how to solve the problem... She doesn't understand why Council does not form an ad hoc interim committee, and let Mr. Pelchat get it started and then dissolve it when we have three people to sit on the Committee and roll them into a Commission and this gentlemen could get this started tonight, and he could meet with other people and have suggestions at the next Council Meeting. This will get the process going, and it is analysis and process development. She stated they should start tonight with the ad hoc committee.

Councilman Rzyzi stated he does agree with Mr. Pelchat and he believes we will not find anyone with more interest in this than him. He further stated that it is clear from our City Attorney we do need three people to sit on the Committee, but maybe an ad hoc committee will be a good start. Councilman Kramer stated he is confident that Mr. Pelchat can get a third member, and along with Rich Perry will have some good suggestions.

Gordon Segal of 240 Brookwood Drive. He stated Council is trying to fix something that was not even broken. He stated he does not understand the conflict of interest statement.

Councilman Kramer stated it is a City owned station; one person should not have had all the control.

NEW BUSINESS

1. Letter of Engagement with HRC for road inventory

Mayor Pro Tem Rzyzi stated we received this letter from HRC March 5, 2013 and we must review it. Councilmember Kopkowski stated this letter is almost a year old and asked if this has current information. Chief Collins stated in the last paragraph it refers to the 2014-2016 construction season, and City Manager Cook recommends Council authorize the letter of engagement.

CM 2-8-14 MOTION TO TABLE LETTER OF ENGAGEMENT

Motion by Kopkowski, supported by Dixon

Motion to table Letter of Engagement for Road Inventory with HRC pending more information.

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Police Department Purchase of New Weapons

Chief Collins stated this is a continuation of the step by step process, initially we sold some city owned Police weapons and the money went into General Fund, then we sold some forfeiture weapons to a federally licensed dealer for the amount of \$7,200. The next step in this process is to replace current glock pistols many of which are 19-20 years old with generation 4 lock 40 caliber weapons. We have gotten estimates, and the best quote was from Michigan Police Equipment. The memo is one weapon short of what is needed because there was a weapon they planned on being forfeited, but the case was dropped to a misdemeanor so there is a chance the person may be able to get their weapon back. The new cost would be \$7,771.00 Councilman Kramer asked what will happen with the weapons that are being replaced. Chief Collins stated the currently owned weapons will be sold to a federally licensed firearms dealer, which will then be sold to the public, and the City would have no liability to that sale.

CM 2-9-14 MOTION TO APPROVE PURCHASE OF NEW WEAPONS FOR POLICE

Motion by Kivell, supported by Wedell

Motion to approve the purchase of 17 Glock G22's and 2 Glock G27's from Michigan Police Equipment for \$7,771.00

VOTE:

MOTION CARRIED UNANIMOUSLY

MANAGERS REPORT- None

Council Comments

Councilman Kramer stated there will be a Recreation Center meeting on February 17th at 7:00 p.m. at Green Oak Township. He further stated the Committee is still in talks with Salem Township.

Councilman Kivell stated he would like to acknowledge the letter received regarding Chris Sederlund and his help with a lady that had locked herself out of her condo and say great job. Councilman Kivell asked if citations are being issued for residents who are not cleaning the snow from their sidewalks. Chief Collins stated our Ordinance Inspector Phil spoke with City Manager Cook regarding this issue. Phil expressed difficulty with people shoveling the snow from the sidewalks, but then the wind drifting it back over the sidewalk, but some citations have been issued. Councilman Kivell stated he would like to encourage everyone to remove the

2/10/14

snow from their sidewalks, and if residents leave town or are unable to do that, ask someone to take care of it for them.

Mayor Pro Tem Rzyzi stated he would like to thank Chris Sederlund for helping the lady when she was locked out, and would like to add he responded within 5-6 minutes. He further stated he would like to thank Chief Collins for stepping in to help while the City Manager is away.

ADJOURNMENT

Motion by Kopkowski, supported by Kivell
Motion to adjourn meeting at 8:43 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Joe Rzyzi, Mayor Pro Tem

Lisa Deaton Clerk/Treasurer

AGENDA NOTE

Old Business: Item #1

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: Chief Collins

AGENDA TOPIC: Letter of Engagement with HRC for Road Inventory

EXPLANATION OF TOPIC: HRC is seeking authorization to update the City Roads Inventory and prepare a Roadway Asset Management Plan at a cost of \$18,600.00. Jesse VanDeCreek of HRC will attend the meeting to supply additional information and answer questions.

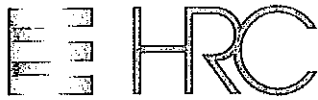
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter of engagement from Jesse VanDeCreek.

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the letter of engagement with HRC.

RECOMMENDATION: Approve the letter of engagement.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the letter of engagement with HRC in the amount of \$18,600.

02/24/14



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell

Senior Associates
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
Timothy H. Sullivan

Associates
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
William R. Davis
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
Dennis J. Benoit
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

March 5, 2013

City of South Lyon
335 S. Warren Ave
South Lyon, Michigan 48178

Attn: Mr. David M. Murphy, City Manager

Re: Roads Inventory
City of South Lyon

HRC Job No. 20130054.86

Dear Mr. Murphy:

As requested by the City of South Lyon, Hubbell, Roth & Clark, Inc. (HRC) has reviewed the City's need for updating the Roads Inventory and offers the following:

In previous years, the Road Commission for Oakland County (RCOC) offered to perform a Pavement Quality Index (PQI) assessment for City roads at a discounted rate. This was completed in the City in 2005 and formed the basis for the annual Road Improvement Program. However, in 2010, RCOC switched to a local road rating program using the Pavement Surface Evaluation and Rating (PASER) system to rate roads and is no longer offering the PQI. PASER uses visual inspection to evaluate pavement surface conditions based on the pavement material and types of deterioration present and assigns a rating on a scale of 1 to 10, with 1 being a pavement in a failed condition and 10 being a pavement in excellent condition.

RCOC does not have the capacity to complete PASER evaluations of all local roads and therefore encourages local communities to attend PASER training and rate their own roads or have their engineering consultant complete this task. HRC currently has six people trained in PASER that can qualify the City to be eligible for a nominal reimbursement from the Transportation Asset Management Council (TAMC), as described further herein.

Each community is requested to submit information to the TAMC regarding road improvements on a three-year basis, using the Investment Reporting Tool (IRT). In future years, Act 51 money will be in jeopardy if the IRT is not completed. Each community is also encouraged to submit local road ratings to SEMCOG and the TAMC as they are collected. Each community that receives Act 51 Road Funding is permitted to spend up to 50 percent on Local Roads. However, to be eligible to move more than 50 percent of Act 51 Major Road Funds to Local Roads, an Asset Management Plan must be adopted by the City and then approved by TAMC. This would provide some flexibility in funding local roads as projects move forward with limited reporting beyond the updates to the asset management plan.

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50 Cherry Street
Mt. Clemens, Michigan 48043
Telephone 586 569 5000 Fax 586 569 0119
www.hrc-engr.com

Engineering. Environment. Excellence.

PASER is used in conjunction with RoadSoft, which is a free program developed by Michigan Technological University's Local Technical Assistance Program (LTAP). RoadSoft allows for data to be collected and summarized efficiently. The City can request a copy of RoadSoft from LTAP which is set up based on individual communities. HRC can provide this request letter should the City elect to move forward.

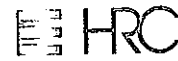
The RoadSoft program data output will enable HRC to assist the City with determining the level of road funding necessary to maintain the overall level of service which could be accomplished through a potential annual maintenance program (joint/crack sealing, patching etc.) before a full reconstruction is necessary. The one drawback of the RoadSoft program is the format in which the reports are output. The reports list the roads in a fashion that may not be easily interpreted by those unfamiliar with the program. Therefore additional effort is required to reformat the output into a report that the City can readily utilize for decision making purposes.

It must be noted that we anticipate RCOC will perform PASER ratings on County Federal Aid roads. The Federal Aid Roads in the City are: 11 Mile Road, 9 Mile Road, 8 Mile Road, Dixboro Road, Dorothy Street, Lafayette Street, Lake Street, Martindale Road, McMunn Street, Pontiac Trail and Reynolds Sweet Parkway. Of these roads, 9 Mile Road (portion), Dorothy Street, McMunn Street and Reynolds Sweet Parkway are City-owned roads. Therefore, the total mileage of paved roads owned by the City is approximately 28 miles. As the Federal Aid Roads listed above would not need to be assessed as part of the PASER rating described herein, the total length to be inspected is approximately 26 miles. Based on the miles of roads and tasks below, we anticipate the following level of effort and cost:

Road Inventory and Improvement Plan

Task	Hours	Cost
Software and data file set up	4	\$400.00
Data collection of road rating	16 * 2 people = 32	\$3,200.00
Data download	10	\$1,000.00
Summary Reports	40	\$4,000.00
Roadway Mapping	40	\$4,000.00
Funding & Add'l Analysis	40	\$4,000.00
Public Information Meeting	10	\$1,000.00
TAMC Approved Asset Management Plan	10	\$1,000.00
Totals	186	\$18,600.00

In order to save costs (\$1,600), the second person riding with our evaluator could be City staff. Additionally, the TAMC will reimburse agencies to rate 100% of their (paved) non-federal-aid system at a rate of \$11.65 per mile. Therefore, the total reimbursement for City roads would be approximately \$303. Each community is eligible for reimbursement once during the 2011-13 cycle. Reimbursement requires only an email to the TAMC Coordinator at MDOT. To be eligible for reimbursement, one member of the rating team must have had PASER training in 2012, i.e. the HRC staff.



The total project costs for updating the road improvement program, preparing a roadway asset management plan would be \$18,600.

Finally, HRC has vast experience with preparing bid packages for our clients that entail selection of as-needed annual road rehabilitation contract. This would allow the City to perform yearly road rehabilitation projects without the need to fully engineer and re-bid the work each fiscal year, thereby reducing future road rehabilitation design and bid engineering costs. A scope and fee to provide this service can be negotiated with City if this type of program fits into the yearly forecasting.

We would recommend that this study be completed and used to form the basis for the 2014-2016 projects. Upon authorization and receipt of the RoadSoft program from the City, HRC would proceed to have the draft report written within 90 days then another 30 days for review at a City Council meeting and host a Public Information Meeting before finalizing.

If you have any questions, or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Accepted By:
CITY OF SOUTH LYON

A handwritten signature in black ink that reads 'Jesse B. VanDeCreek'. The signature is written in a cursive, flowing style.

Jesse B. VanDeCreek, P.E.
Associate

Signature: _____

Written Name: _____

Title: _____

Dated: _____

TJK/
pc: City of South Lyon, Bob Martin
HRC; K. McCormack, T. Kniga, File

AGENDA NOTE

Old Business: Item #2

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: 2014-2017 Contract with Peoples Express

EXPLANATION OF TOPIC: Peoples Express has proposed a contract for the next three years. The breakdown is as follows:

	<u>Annual Cost</u>	
7/1/2014 – 6/30/15	\$70,360	5%
7/1/2015 – 6/30/16	\$72,471	3%
7/1/2016 – 6/30/17	\$73,920	2%

Per Interim City Manager Cook: In the original discussion with D. Anderson he had submitted a three year proposal at 5%, 5% and 2%. After our discussion he revised it to 5%, 3% and 2%. There is some new language on the last page of the agreement for out-of-town transportation based on a grant he has received. Also there is an updated map for your review.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed contract with Peoples Express, Map, Amended Out of Town Rides language.

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

RECOMMENDATION: Approve the proposed contract.

SUGGESTED MOTION(s): Motion by _____, supported by _____ to approve the 2014-2017 Contract with Peoples Express.

CONTRACT

This contract is entered into by the City of South Lyon pursuant to its authority as a Home Rule city, and the City Charter (hereinafter referred to as City), and People's Express, of 10 Jennings Road, Whitmore Lake, MI, a non-profit corporation (hereinafter referred to as PEX).

1. Purpose

The purpose of this contract is to provide transportation assistance to citizens of the City of South Lyon, within and without the City of South Lyon, and provide a system for payment for services by users and to provide a mechanism by which the City can provide assistance to citizens of South Lyon who require low-cost transportation.

2. Scope and Description of Services

PEX will perform in a timely fashion for the benefit of the City, transportation services within an area shown on Exhibit A to this agreement and made part hereof. PEX will at all times maintain its equipment in good mechanical condition in conformity with all applicable safety regulations, and will keep all vans and/or buses in clean condition, subject to inspection by the City at all times. PEX warrants that it now has and will continue to have during the term of this Agreement all necessary licenses, certification, or other documents required by any governmental agency, federal, state, which authorize or permit the operation of a public transportation service.

PEX will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate

safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clear appearance.

PEX shall maintain upon its vans and/or buses appropriate signage or markings indicates that the services "People's Express" is to be identified by users of the service. PEX will abide by the policies and statements set forth in this Agreement and this policy shall not be revised without the written consent of the City Manager of the City.

3. Terms of Payment Services

The City shall pay to PEX the sum of:

Year One: Five Thousand Eight Hundred Sixty Three Dollars (\$5,863.00) per month for fiscal year to Commence July 1, 2014 and run through June 30, 2015. The parties agree that this shall total Seventy Thousand Three Hundred and Sixty Dollars (\$70,360.00) unless earlier terminated pursuant to this agreement.

Year Two: Six Thousand and Forty Dollars (\$6,040.00) per month for fiscal year to Commence July 1, 2015 and run through June 30, 2016. The parties agree that this shall total Seventy Two Thousand Four Hundred and Seventy One Dollars (\$72,471.00) unless earlier terminated pursuant to this agreement.

Year Three: Six Thousand One Hundred and Sixty Dollars (\$6,160.00) per month for fiscal year to Commence July 1, 2016 and run through June 30, 2017. The parties agree that this shall total Seventy Three Thousand Nine Hundred and Twenty Dollars (\$73,920.00) unless earlier terminated pursuant to this agreement.

4. Legal Standing of the Parties

The parties of this Agreement mutually agree that PEX, as of the date of the Agreement, is not a mass transportation authority as provided under Act 55 of 1963 MCLA 5.3475 eq. seq. It is further agreed, that in the event PEX becomes a regional transportation authority, which expands service to communities bordering the City with Lyon Township, Green Oak Township, Salem Township, etc., that upon the date of such expansion this Agreement will be renegotiated by the parties to reflect efficiency and reduce the annual costs of the City of South Lyon by an amount up to twenty (20%) percent dependent upon the size of the Michigan Department of Transportation grant received. In the event the parties are unable to reach a modified agreement, either party may terminate this Agreement upon ninety (90) days notice to the other.

5. Fares Charged to the General Public

The parties agree that PEX shall charge any resident of the City of South Lyon utilizing its service One (\$1.00) Dollar for each one-way trip within the City, and no more than Two (\$2.00) Dollars per round-trip. A fee of Two (\$2.00) Dollars will be charged for any trip which begins in South Lyon and proceeds outside of the City limits with the understanding that no more than Four (\$4.00) Dollars will be charged to any City of South Lyon resident for a round-trip fare. Trips outside the City are shown on attached map.

The parties further agreed that all revenue generated by fares paid by citizens of the City of South Lyon, are to be paid to the City with appropriate documentation not less

frequently than each quarter and said sums shall be the property of the City and no part of said funds shall be claimed by PEX.

6. Unavoidable Delay

In the event of severe weather conditions, road conditions, strikes or conditions totally beyond PEX's reasonable control, PEX shall notify the City and its appropriate local officials in as much advance as possible of the effect of such conditions on service. PEX shall provide substitute vehicles, which are adequate in its judgment, in the event of mechanical problems or other inability to provide service.

In the event of failure of PEX to provide service for a period greater than two (2) consecutive days in any month, the City shall deduct from its monthly payments a sum equal to 1/30 of the monthly charge for each day beyond two (2) days for which service is not provided.

7. Insurance

PEX shall carry and keep in force a comprehensive general liability insurance policy covering the use, maintenance, and operation of its vehicles in amounts not less than the following:

One Million (\$1,000,000,000.00) Dollars combined single limit of liability for each occurrence for Bodily Injury Liability and Property Damage Liability.

Upon execution of this Agreement, PEX shall present certificates for insurance coverage to the City for its review. PEX shall have the City of South Lyon names as an additional insured on its policies. PEX, its successors, assigns, officers, directors, employees, and agents shall hold the City of South Lyon and its employees and legal officials harmless from any liabilities, obligations, losses, damages, claims, or costs,

including legal fees and expenses incurred by or asserted against PEX resulting from any of the following:

1. Failure of PEX to operate bus service and conformance with law or this contract;
2. Violation of PEX of any of the provisions of this Agreement;
3. Any act or failure by any officers, director, employee, or agent of PEX; and
4. Any injury to a person, loss of life, or loss of destruction of property rising out of or relating to the operation of this service.

PEX will promptly notify the City in writing of any claim or liability which PEX believes to be covered under this paragraph. PEX shall properly accept tender of defense in connection with any claim or liability which PEX has herein agreed to identify and the City shall be kept properly informed of the status of the proceedings and shall properly be furnished with copies of all documents filed or service upon Plaintiff's and shall be furnished in advance with copies of all documents for proposed to be filed and served by his defense counsel. In the event of suit, PEX shall not without first obtaining approval of the City, settle or compromise any claims, suit, or action proceeding in respect to which PEX has agreed in writing in the event there is any prospect that the City of South Lyon shall be named as Defendant or looked to for any payment of any sum arising out of litigation.

8. Prohibited Interests

The parties to this Agreement certify that no member, officer, or employee of PEX or the City, having direct or indirect control over this Agreement, shall, during his/her employment or in tenure with the City, and two (2) years thereafter, shall have any interest direct or indirect in this Agreement or the proceeds of it.

9. Equal Employment Opportunity

In the event of PEX's violation of Federal or State civil rights laws, or allegations of noncompliance with any civil rights regulation shall permit the City to void this Agreement, and sanctions or penalties if imposed upon the City shall be the responsibility of PEX. During the performance of this contract, PEX agrees as follows:

1. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That if it hires additional employees to perform this contract or any portion of it, it will determine the availability, in accordance with the state law, minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers, if bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Department of Human Rights and the Department's Rule and Regulations for the State of Michigan. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department of Human Rights and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations under this Agreement.
5. That it will submit reports as required by the State authorizing, furnish all relevant information as may from time to time be requested and all respects comply with the Elliot Larson Act, Rules and Regulations of the Equal Opportunity Commission of the Federal Government.
6. That it will permit access to all relevant books, records, accounts, and work sits by personnel of the City or State of Michigan, for purposes of investigation to ascertain compliance with State law.

10. Notices

All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address listed in this Agreement. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient notice.

11. Governing Laws

This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

12. Compliance with Laws

PEX agrees to comply with all applicable statutes, ordinances, and regulations of the United States and State of Michigan, and units of local government.

13. Headings

The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement.

14. Fare Collection Responsibilities

All farebox receipt collected during the operation of service are the property of the City, but PEX shall be responsible for the security of those receipts until paid over to the City. PEX is responsible replacing lost or stolen venue based on average daily revenue.

In witness, the parties have executed this Agreement on the dates recited below:

PEOPLE'S EXPRESS

By: Douglas Anderson

Its: DIRECTOR

Date: _____

CITY OF SOUTH LYON

By: Tedd Wallace

Its: MAYOR

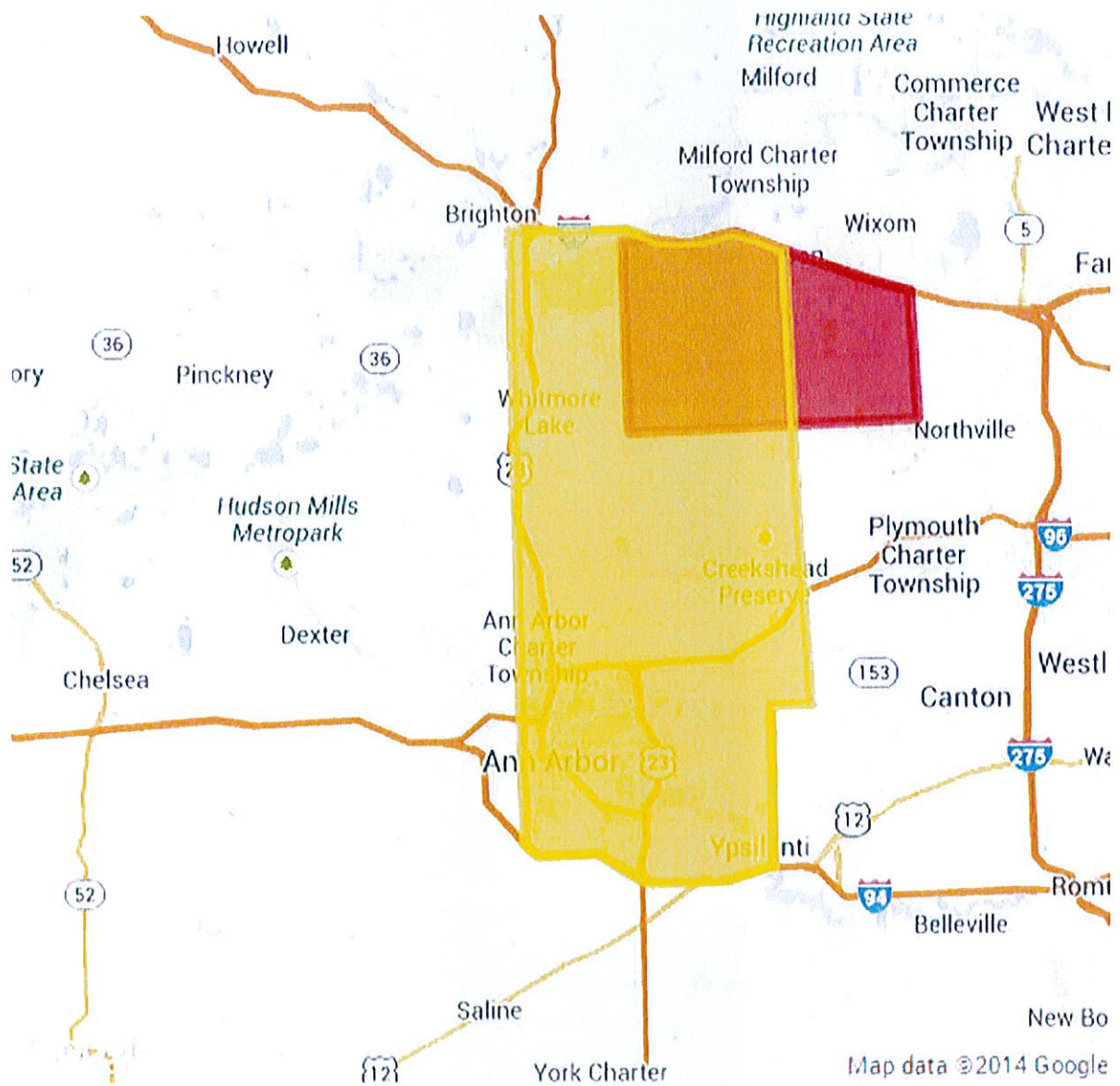
Date: _____

By: Julie Zemke

Its: CLERK

Date: _____

YELLOW – SMART area
ORANGE – Lyon Township/City of South Lyon
RED – Out-of-town rides (Meijer, Providence, etc.)



Amended Out-of-Town Rides

People's Express has a grant available for residents of the City of South Lyon going to the Ann Arbor Urban Area. The Ann Arbor Urban Area includes all of the City of Ann Arbor, City of Ypsilanti, Pittsfield Township, and Ypsilanti Township. This includes rides going to Domino Farms, St. Joseph Hospital, and University of Michigan Hospital. The cost is \$2.50 per mile, however, residents will be charged 20% of the total fare. For example, a trip from Colonial Acres to St. Joseph Hospital is 16 miles each way, times \$2.50 a mile, is \$40 each way. 20% of the \$40 is \$8 each way. A trip from Brookdale Square Shopping Center to Domino Farms is 12 miles each way, times \$2.50 a mile, is \$29. 20% of the \$29 is \$6. A trip from downtown South Lyon (Lake St. & S. Lafayette) to downtown Ann Arbor (Main St. & Huron St.) is 19 miles each way, times \$2.50 a mile, is \$48. 20% of \$48 is \$10 each way. All miles are rounded to the nearest mile and all dollar amounts are rounded to the nearest dollar. Please note that all of these rides *must* go to the Ann Arbor Urban Area. Brighton, Northville, Howell, etc. are *not* included in this grant.

AGENDA NOTE

Old Business: Item #3

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: 2014 Tri-Party Program

EXPLANATION OF TOPIC: Per Interim City Manager Cook: The annual allocation from this program is \$28,243 (1/3 City, 1/3 County and 1/3 Road Commission or \$9,414 each). Based on the attached materials, the City has utilized the bulk of its Tri-Party funds for construction on 10 Mile Road, including \$5,737 from the above allocation. Based on my discussion with the Road Commission, we could utilize the funds for 10 Mile Road if necessary. In summary there are two options: (1) utilize the balance for the earmarked project, or (2) defer funds until the next construction season.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter from Thomas Noechel of the Road Commission of Oakland County

POSSIBLE COURSES OF ACTION: Utilize the balance of the funds for an earmarked project or defer funds until the next construction season.

RECOMMENDATION: Due to the small amount of funding remaining, it is my recommendation that Council defer the funds until the next construction season.

SUGGESTED MOTION(s): N/A



January 31, 2014

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Eric S. Wilson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

31001 Lahser Road
Beverly Hills, MI
48025

248-645-2000

FAX
248-645-0618

TDD
248-645-9923

www.rcocweb.org

Mr. Rodney Cook, Interim-Manager
City of South Lyon
335 South Warren
South Lyon, MI 48178

RE: FY 2014 Tri-Party Program

Dear Mr. Cook:

Your participation is requested in the FY 2014 Tri-Party Program. The fiscal year governing this program is October 1, 2013 through September 30, 2014. The Oakland County Board of Commissioners has approved a Tri-Party budget of \$1,000,000 to create a \$3,000,000 program for FY 2014. A total of \$1,500,000 will be designated for townships and a total of \$1,500,000 will be designated for cities and villages.

The distribution formula and method of calculation of Tri-Party allocations have remained the same. For cities and villages, it includes RCOC road miles and three-year average annual accidents. For townships, the most recent census population figures are combined with RCOC road miles and three-year annual accidents. The figures for these three factors (population, miles and accidents) are calculated as the individual community's percentage of the total of each factor in each type of community. For example, county road accidents in a city or village are divided by the total of all county road accidents in all cities and villages. The distribution formulas have been used for years in an attempt to most equitably distribute the Tri-Party dollars.

Separate formulas are used because population in the city/village equation would skew the results toward more densely populated cities with fewer RCOC road miles. In townships, on the other hand, population has been used as a determining factor to prevent the distribution from being skewed toward townships with high road miles and small populations.

City / Village Formula:
$$\text{Community Allocation} = \frac{\text{Ad}_{cv}(\text{Ca} + \text{Rm})}{2}$$

Where: Ad_{cv} = Total Amount for distribution to cities and villages
 Ca = Community % of total accidents on county roads in cities and villages
 Rm = Community % of total county road miles in cities and Villages

(Note that accidents are an annual average for a three-year period)

Township Formula:
$$\text{Community Allocation} = \frac{\text{Ad}_T(\text{Ca} + \text{Pc} + \text{Rm})}{3}$$

Where: Ad_T = Total Amount for distribution to townships
 Ca = Community % of total accidents on county roads in all townships
 Pc = Community % of total population in all townships
 Rm = Community % of total county road miles in all townships

(Note that accidents are an annual average for a three-year period)

Although the method of calculation and the factors involved have remained the same, the data on which those calculations are based has changed.

Population data is changed only after a decennial census or if the Census Bureau issues revised numbers. The data includes the most recent counts from the 2010 Census.

As in the past, RCOC road miles change only to reflect abandonments, transfers of jurisdiction, or the addition of new roads.

The most recent traffic accident data available from the Traffic Improvement Association of Oakland County is from 2010 to 2012.

Your program allotment for this year is **\$28,243** and your share will be **\$9,414**. Any funds remaining from previous years may be added to this amount for use in 2014. If you do not wish to participate in this program, please contact me as soon as possible so your program allotment can be distributed as necessary.

The Tri-Party Program operates as follows:

- 1) Projects intended for 2014 construction must be selected by May 2014.
- 2) Projects that cost more than the allocation may be selected if the community provides the additional funding.
- 3) Funding agreements should be executed before bids are accepted.
- 4) Projects that improve road safety take precedence over other project types, e.g., congestion or drainage.
- 5) Due to the Road Commission's current road project commitments, consultant engineers may need to be utilized for project administration and implementation.

A schedule of events has been established as detailed below. If you are unable to meet any of the dates below, please inform me as soon as possible.

DEADLINE	ACTIVITY
May 2014	Potential project locations submitted to Programming Division for review.
June 2014	Project commitments submitted for projects to be constructed in 2014.
July 2014	Project approval by Road Commission and County Board.
July – December 2014	Design, bidding and/or construction period.

A list of suggested project locations is attached. The list indicates some project possibilities collected from local officials, citizens, police reports, accident locations, Department of Customer Services, and Road Commission staff. The list is not in priority order and most do not yet have cost estimates. Also shown are some typical costs for comparison purposes.

In addition, a historical report of your community's Tri-Party Program participation is also attached. The report lists the projects that have been completed with their associated costs. The report also shows the allocations that have been reserved for future Tri-Party projects.

Please contact me at (248) 645-2000, extension 2266 for further discussion or assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas G. Noechel". The signature is fluid and cursive, with the first name "Thomas" being the most prominent.

Thomas G. Noechel
Programming Supervisor

/je
Enclosures

2014 TRI-PARTY PROGRAM
CITY OF SOUTH LYON
ALLOCATION FOR 2014: \$28,243

The following list contains typical safety projects with general costs for your information. Actual project costs will vary depending on location and a preliminary concept and estimate should be requested. Below is the list of potential project sites recommended over the past year or so by citizens and officials; many of these have not been field checked.

SAFETY PROJECTS	GENERAL COSTS
Additional right turn lane at intersection	\$125,000 per approach
Approach paving – subdivision street	\$100,000
Approach paving – primary road	\$125,000
Passing lane	\$ 80,000
Widen for 150-200' center left-turn lane	\$200,000 per approach
Shoulder paving one side	\$ 65,000 per mile

POTENTIAL PROJECT LOCATIONS

Ten Mile Road, Dixboro Road to RR tracks	Resurface
Pontiac Trail, 8 Mile Road to 9 Mile Road	Widen to 3 lanes
Pontiac Trail, 11 Mile Road to the railroad tracks	Widen to 3 lanes

**ROAD COMMISSION FOR OAKLAND COUNTY
TRI-PARTY PROGRAM**

**City of South Lyon
County Commissioner:**

8- Phil Weipert

PROJECT DESCRIPTION	C	Date of Agmt	Project No.	1980-2005	2006	2007	2008	2009	2010	2011	2012	Add'l 2012	2013	2014	PROJECT TOTAL
Pont Tr (Lafayette) @ McHattie-int imp	C	7/21/86	35301	23,324											23,324
10 Mile @ C&O RR x'ing	C	10/1/87	37491	11,000											11,000
Pontiac Tr tapers near 9 Mile	C	9/22/88	38241	35,251											35,251
Pont Tr @ CSX-pavement x-ing pads work	C	8/10/89	39581	22,182											22,182
Dixboro @ 9 Mile-pave approaches	C	6/21/90	40442	21,640											21,640
Pontiac Tr @ Yerkes Drain-ext culv for widening	C	11/14/91	40941	44,441											44,441
Pontiac Tr, Detroit-Able, rem&rplic ex. storm sewer	C	9/22/93	42321	22,776											22,776
Pontiac Tr, Marjorie Ann-Dorothy St (Mobile Pk)	C	5/8/96	43421	68,268											68,268
10 Mile, Mill St to Eagle Way-add CLTL	C	6/24/99	44811	23,655											23,655
Pontiac Tr, Able to Lottie	C	1/28/99	44261	29,969											29,969
Pontiac Tr, Evergreen-S Rdg condo, passing lane	C	6/24/99	45861	29,969											29,969
Martindale, 10 Mile to s of 11 Mile-pave gravel	C	10/12/00	46162	29,969											29,969
9 Mile Rd Paving, Pontiac Tr to Griswold PE	C	3/29/01	46502	34,900											34,900
9 Mile Pvg, Pontiac Tr-Griswold-CONST	C	12/13/01	46502	51,922											51,922
Griswold Rd Paving, 9 to 10 Mile-CONST	C	7/24/03	47562	37,858											37,858
8 Mile Rd Paving, Dixboro-Pontiac Trail -PE	C	4/9/09	49781	83,324	6,676										90,000
8 Mile Rd Paving, Dixboro-Pontiac Trail -CONST	C	8/12/10	49781	0	52,365	62,452	8,047			25,224				5,737	153,822
Pontiac Tr, Liberty to McHattie - CONST	C	4/9/09	49791	0	0		54,218	62,265	25,882						142,361
10 Mile Road, Dixboro to RR											25,461	33,408	26,587		85,451
AMOUNT REMAINING FOR FUTURE PROJECT				0	0	0	0	0	0	0	0	0	0	22,506	22,501
TOTAL				570,448	59,041	62,452	62,265	62,265	25,882	25,224	25,461	33,408	26,587	28,243	981,271
															981,271

AGENDA NOTE

New Business: Item #1

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: Clerk/Treasurer

AGENDA TOPIC: Donation Acceptance

EXPLANATION OF TOPIC: I received a phone call from Carole Hann from the Ann Arbor Bicycle Touring Society. She informed me their bicycle club loves our park and bike path and they are donating \$150.00 to McHattie Park.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of letter and check.

POSSIBLE COURSES OF ACTION: Accept/do not accept donation.

RECOMMENDATION: Accept Donation

SUGGESTED MOTION: Motion by _____, supported by _____ to accept the \$150.00 donation from The Ann Arbor Bicycle Touring Society



Ann Arbor Bicycle Touring Society
P.O. Box 1585
Ann Arbor, MI 48106

February 10, 2014

Lisa Deaton, Clerk/Treasurer
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

Dear Lisa,

With great pleasure, the Ann Arbor Bicycle Touring Society gives McHattie Park a one hundred fifty dollar donation.



In season, our bike club has regularly scheduled rides that leave from McHattie Park. We park our cars at the park, use the bathroom facilities and pick up the bike path from the parking lot to Kensington Metropark.

We always find the bathrooms at McHattie Park open, clean and well supplied with bathroom needs. We appreciate that the City of South Lyon maintains the park for our use and are happy to make this donation to the park.

Sincerely,

Carole Hann

Carole Hann
Ann Arbor Bicycle Touring Society
Bicycle Advocacy Safety Education

	ANN ARBOR BICYCLE TOURING SOCIETY P.O. BOX 1585 ANN ARBOR, MI 48106-1585	10-95	3048 74-7654/2724 5
		Date <u>2/4/14</u>	
PAY to the order of <u>CITY OF SOUTH LYON</u>		\$ <u>150.00</u>	
<u>ONE HUNDRED FIFTY</u>		Dollars	 Security Features Details on Back
UM CREDIT UNION UNIVERSITY OF MICHIGAN CREDIT UNION ANN ARBOR, MICHIGAN 48107 umcu.org		<u>m. H. H. Park.</u> <i>X Monahan</i> MP	

AGENDA NOTE

New Business: Item #2

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Wine Tasting at the Farmers Market

EXPLANATION OF TOPIC: The Farmers Market has a potential vendor that is interested in selling wine at the 2014 Farmers Market. In conjunction with the sale of wine, they would like to offer free wine tastings at the market. Per City Attorney Wilhelm, this is ultimately a licensing process between MLCC and the applicant and the City is not directly involved except from a police review standpoint. However, both the Police Chief and the Market Manager wanted to bring this matter before the Council for review before proceeding.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: MLCC Farmers Market Permit General Information and Requirements

POSSIBLE COURSES OF ACTION: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION(s): N/A



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc
(517) 322-5046 (fax)

Farmer's Market Permit General Information and Requirements (MCL 436.1415)

General Information:

- The annual permit issued by the Liquor Control Commission is for a qualified Small Wine Maker to conduct free wine tastings and sell, for consumption off the licensed premises, wine produced by that Small Wine Maker at a Farmer's Market. This permit shall be prominently posted within the approved area.
- For the purpose of qualifying for a Farmer's Market Permit, a qualified Small Wine Maker means a small wine maker who manufactures or bottles not more than 5,000 gallons of wine in one calendar year at all locations in one (1) calendar year, and may also include an out of state winery.
- One (1) Permit may be issued for each 1,500 of population in a county where the Farmer's Market is located.
- Tastings and sales shall be limited to an exclusive area that is well-defined and clearly marked and under the control of the permit holder.
- The application must include a recommendation of approval for the tastings and sales of wine at the location from the police chief or sheriff who has jurisdiction and the Farmer's Market manager.
- Tasting samples provided to a customer shall not exceed three (3) servings of not more than two (2) ounces of wine in a 24-hour period.
- All wine sold or used for tastings shall be furnished by the Small Wine Maker and removed from the Farmer's Market premises upon conclusion of the Farmer's Market.
- All tastings and sales shall be conducted by employees of the Farmer's Market Permit who have completed a server training program approved by the Commission.
- A licensed Wholesaler is prohibited from conducting or participating in any tastings or sales under this Permit.
- A Farmer's Market Permit issued by the Commission is not transferable.

Requirements:

Complete and submit the "Application for Farmer's Market Permit" (Form LCC-3020), along with the following:

1. The signature from the police chief or sheriff who has jurisdiction where the Farmer's Market is located.
2. The signature from the the Farmer's Market manager approving the activities.
3. \$25.00 Permit fee and a \$70.00 inspection fee - Make one check or money order payable to the State of Michigan, or the credit card form (attached).
4. A map of the Farmer's Market which clearly shows all booths, stalls or other designated locations where tastings and sales of wine may be conducted by a Small Wine Maker.
5. Out of state wineries need to include a copy of the Federal Basic Permit, copy of State license, and copy of the licensing requirements for that state.

If you have questions, contact the Manufacturers and Wholesalers Section at (866) 813-0011, menu option 4.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc
(517) 322-5046 (fax)

Business ID: _____
Request ID: _____
(For MLCC use only)

Application for Farmer's Market Permit

(Authorized by MCL 436.1415)

This application is for a qualified Small Wine Maker to conduct tastings and sell, at retail at a farmer's market, the wine produced by that qualified Small Wine Maker. There is a \$25.00 fee and a \$70.00 inspection fee that must be submitted with each Farmer's Market Permit application.

- To qualify for this authorization, Small Wine Makers may not manufacture more than 5,000 gallons of wine in one calendar year.
- A Small Wine Maker must receive authorization from the Local Law Enforcement Agency who has jurisdiction where the Farmer's Market is located and the Farmer's Market Manager before an eligible Small Wine Maker Permit will be considered by the Michigan Liquor Control Commission. (See Page 3 for authorization information)
- If located outside the State of Michigan, attach a copy of the Federal Basic Permit to this application and copy of the license from your state of issuance as well as the requirements of licensure for that type of license.
- A map of the Farmer's Market showing the well-defined and clearly marked area that is under the control of the qualified Small Wine Maker, at which an approved Small Wine Maker may conduct tastings or sell bottled wine, **must accompany this application.**

Name of licensee: _____

Street Address: _____

City: _____ County: _____

Contact Person: _____

Contact Phone: _____ Contact Email: _____

How many gallons of wine were produced in total for all locations in the last calendar year? _____

Name of Farmer's Market: _____

Street Address: _____

City: _____ County: _____

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. Further, I have read the requirements listed on page one of this application and certify that the Small Wine Maker submitting this application meets all of the requirements under MCL 436.1415.

Date

Authorized license holder, print name and title

Signature



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc
(517) 322-5046 (fax)

Business ID: _____
Request ID: _____
(For MLCC use only)

Application for Farmer's Market Permit

Complete for each location requested

(Authorized by MCL 436.1415)

Authorizations:

Local Police Agency

The Police Chief or Sheriff who has jurisdiction over the location of the Farmer's Market recommends approval of the Permit:

Print name of police agency _____

Address of Agency _____

Area code and telephone number _____

Area code and fax number _____

E-mail _____

Name and signature of police chief or sheriff _____

Farmer's Market Manager

I verify that the Farmer's Market is a defined community sponsored or municipally sponsored location; that the tastings and sales performed by the qualified Small Wine Maker under the Farmer's Market Permit will be conducted in a well-defined and clearly marked exclusive area; and that the area is under the control of the qualified Small Wine Maker. Further, the Farmer's Market Manager at this location recommends approval of the Permit.

Print name of Farmer's Market: _____

Address of Market: _____

Area code and telephone number _____

Area code and fax number _____

E-mail _____

Name and signature of Farmer's Market manager: _____

Note: The person(s) listed above will be the person(s) the Michigan Liquor Control Commission contacts to complete this application and will serve as an on-site contact for the Commission. You must inform the Commission of any changes in your market manager(s) or contact information.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

CREDIT CARD AUTHORIZATION FORM

Fax completed form to secured number: 517-322-5237

Name _____
Address _____
City _____
State _____
Zip _____
Payment
is for: _____
Phone _____

Transaction Amount: _____
Card Number: _____
Check one: ☐ MasterCard ☐ Visa ☐ Discover Card
Expiration Date: _____
Security Code: _____
Signature _____

Notice: This form may be used for payment of goods and services offered by the Michigan Liquor Control Commission, with the exception of the purchase of alcoholic beverages.

AGENDA NOTE

New Business: Item #3

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: City Clerk/Treasurer

AGENDA TOPIC: Contract for Ballot Programming and Layout Services

EXPLANATION OF TOPIC:

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Contract for Ballot Layout and Programming Services. This contract pays for the programming of the PCMA cards, the printing of ballots, and support issues pertaining to Elections.

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

RECOMMENDATION: Approve the proposed contract

SUGGESTED MOTION(s): Motion by _____, supported by _____ to approve the contract with Oakland County for Ballot Layout and Programming Services for \$300.00 per Election.

January 28, 2014

Lisa Deaton
City of South Lyon
335 S. Warren
South Lyon MI 48178

Dear Ms. Deaton,

Enclosed please find an Interlocal Agreement for Ballot Layout and Programming Services Between Oakland County and the City of South Lyon. In order to fulfill our obligations under the Urban Cooperation Act, we ask your assistance with the following:

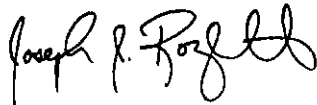
1. Your agency's legislative body must approve the enclosed Interlocal Agreement, unchanged and unmodified, by a resolution and/or in the minutes of the legislative body.
2. If so approved, the Secretary or Clerk of your agency shall return a certified "true" copy of the resolution and/or minutes of the legislative body together with two (2) signed originals of the Interlocal Agreement to our office. Our address is below.

Oakland County Clerk's Office
Elections Division
1200 N. Telegraph, Dept. 417
Pontiac, MI 48341

3. You shall retain an official copy of the same resolution and/or minutes of the legislative body together with the signed Interlocal Agreement in the agency's records.
4. Once the agreement is returned and fully executed, you will receive an original fully executed Interlocal Agreement in the mail and our office will record a copy with the Office of the Great Seal.

Please contact Ida Herron at 248-858-9454 should you have any questions.

Sincerely,
COUNTY OF OAKLAND



Joseph J. Rozell
Director of Elections

c: File

**AGREEMENT FOR ELECTION SERVICES
BETWEEN
OAKLAND COUNTY
AND
CITY OF SOUTH LYON**

This Election Services Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the **City of South Lyon**, 335 South Warren, South Lyon, MI 48178 ("Municipality"). In this Agreement the County shall be represented by the Oakland County Clerk, in her official capacity as a Michigan Constitutional Officer. The County and the Municipality may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Municipality enter into this Agreement for the purpose of providing the Election Services pursuant to Michigan law.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which either Party becomes legally and/or contractually obligated to pay, whether direct, indirect, or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Election Services** means the following individual Election Services provided by County Clerk's Elections Division, if applicable.
 - 1.5.1. **Ballot Layout and Programming** means preparing ballots and related programming so they may be read by electronic voting machines.

- 1.6. **Exhibits** mean the following descriptions of Election Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement.
 - 1.6.1. Exhibit I: Ballot Layout and Programming.
- 1.7. **Flash Card** means a device that when inserted into the Voter Assist Terminal will enable the machine to properly mark a voter's ballot.
- 1.8. **Local Clerk** means the local elected or appointed Clerk for Municipality or their designee.
- 1.9. **Local Election Definition File** means a computer program that reads the results from the tabulators in each voting machine and produces a report showing the totals for each precinct and the overall totals for each office, proposal or item voted on.
- 1.10. **Municipality or Municipal** means the **City of South Lyon**, a Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.11. **Programming File** means a computer program that when placed on a card, will enable the tabulator to read and tabulate votes.
- 1.12. **Tabulator Cards** means a device that when inserted into a voting machine will enable the voting machine to properly read the markings made by voters on a ballot and then store these vote results.
- 1.13. **Voter Assist Terminal** means an optical scan ballot-marking device that provides voter privacy and accessibility to voters who are visually-impaired, or have physical impairments.
- 1.14. **Voter Assist Terminal Programming File** means a computer program that, when placed on a Flash Card, will enable the Voter Assist Terminal to function and properly mark a voter's ballot.
2. **COUNTY RESPONSIBILITIES.** Through its County Clerk Elections Division County shall provide the Election Services described in Exhibit I which is attached and incorporated in to this Agreement.
3. **MUNICIPALITY RESPONSIBILITIES.** Shall perform the responsibilities described in Exhibit I.
4. **DURATION OF INTERLOCAL AGREEMENT.**
 - 4.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

- 4.2. The Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to Agreements for the purpose of adding Service(s) Exhibit(s) that were previously approved by the Oakland County Board of Commissioners and defined in the executed Agreement but are requested by Municipality after they approved the Agreement. The amendment signed by the Board Chairperson under this Section must be sent to the Elections Division in the Clerk's Office to be filed with the Agreement once it has been signed by both Parties.
- 4.3. Unless extended by mutual, written agreement by both Parties, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the termination or cancellation of the Agreement Section herein.
5. **PAYMENTS.** Municipality hereby agrees to pay to the County the following amounts:
 - 5.1. Election Services shall be provided to Municipality at the rates specified in the Exhibit(s).
 - 5.2. County, through its Department of Management and Budget, and upon such frequency as deemed appropriate by County, shall prepare and forward to the Municipality an itemized invoice for Election Services provided to the Municipality pursuant to this Agreement. Municipality agrees to pay the full amount shown on any such invoice within thirty (30) calendar days after the date shown on any such invoice. Payment shall be sent to the Oakland County Treasurer, 1200 N. Telegraph Road, Pontiac, Michigan 48341, along with a copy of the invoice.
 - 5.3. The Parties agree that Municipality's obligation to pay County any and all amounts due and owing under this Agreement shall be absolute and unconditional and shall not be affected, in any way, by the occurrence of either Party's default or any term or condition of this Agreement nor shall any other occurrence or event relieve, limit, or impair the obligation of Municipality to pay County as provided for herein. County shall seek payment from the governmental corporation and not from the personal assets of any individual included in the definition of Municipality.
 - 5.4. If Municipality fails, for any reason, to pay the County any monies when and as due under this Agreement, Municipality agrees that unless expressly prohibited by law, County or the County Treasurer, at their sole option, shall be entitled to setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. Municipality waives any Claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit Municipality's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
 - 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing the County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to

County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement against Municipality to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by County in the collection of any amount owed by Municipality.

6. **ASSURANCES.**

- 6.1. Each Party shall be responsible for any Claims made against that Party and for the acts of its officers or employees.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any judgments and attorney fees.
- 6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its officers or employees in connection with any Claim.
- 6.4. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.5. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.6. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

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

8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate or cancel this Agreement upon ninety (90) days written notice, if: (i) the other Party defaults in any obligation contained in this Agreement and within the ninety (90) day notice period the Party failed to cure such default or failed to take a course of action to cure such default or (ii) for any reason, including convenience. Any notification concerning default must be in writing and clearly state the specific default(s). The effective date of

termination and/or cancellation shall be clearly stated in the written notice. Either the County Clerk or the Board of Commissioners is authorized to terminate this Agreement for the County.

9. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under the Agreement without the prior written consent of the other Party.
10. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
11. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
12. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 12.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Clerk, 1200 North Telegraph Road, Pontiac, Michigan, 48341 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 12.2. If Notice is sent to the Municipality, it shall be addressed to: The Clerk, City of South Lyon, 335 South Warren, South Lyon, MI 48178.
 - 12.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
13. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
14. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written

agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, _____ hereby acknowledges that he/she has been authorized by a resolution of the **City of South Lyon**, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, Lisa Brown, in her official capacity as the Oakland County Clerk, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

Lisa Brown, Clerk/Register of Deeds
County of Oakland

WITNESSED: _____ DATE: _____

2013-0563/2014-0095

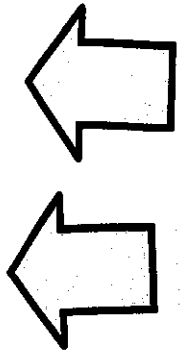


EXHIBIT I
BALLOT LAYOUT AND PROGRAMMING

1. COUNTY RESPONSIBILITIES.

- 1.1. The County shall provide an electronic version of the ballot for each precinct, as approved by the Local Clerk, to the ballot printing vendor selected by County for elections pertaining to statewide and/or County elections. For elections that solely pertain to Municipal offices or issues, the County will provide an electronic version to the ballot printing vendor it has selected unless the Municipality indicates in writing to County that it has selected a different vendor approved by the voting equipment manufacturer.
- 1.2. The County shall provide the Municipality with a Local Election Definition File, Voter Assist Terminal Programming File and Programming File.
- 1.3. The County shall program the Tabulator Cards for each voting machine and, if requested by the Municipality, Flash Cards for each Voter Assist Terminal.
- 1.4. County shall mail a Phonetic Verification Form to every local candidate (excluding precinct delegates) prior to each election requesting a phonetic spelling of each candidate's name as it will be used on the ballot used with the Voter Assist Terminal unless the Local Clerk has the candidate complete the Phonetic Verification Form and provides a copy of the Form to County.

2. MUNICIPALITY RESPONSIBILITIES.

- 2.1. No later than eighty (80) days prior to each election in which there are County, Statewide or Municipal issues to be voted upon, the Local Clerk shall complete and return to the County:
 - 2.1.1. The Pre-Election Questionnaire prepared by County.
 - 2.1.2. A listing or verification of a listing, per precinct of each office to be elected on the form provided by County.
 - 2.1.3. Notification of any boundary changes made by Municipality since the previous election.
- 2.2. Within three (3) business days of receipt from the County of an electronic version of the ballots for each Municipal precinct, advise the County of any corrections that are needed for any of the precinct ballots. This process will continue until a final version of the ballot is approved by the Local Clerk.
- 2.3. Once a final version of the ballots are approved by the Local Clerk, the Local Clerk shall immediately complete and return to County the Ballot Layout Sign-Off Form provided by County.
- 2.4. Municipality shall pay to the County an amount equal to THREE HUNDRED (\$300.00) DOLLARS for each election.

BY: General Government Committee, Christine Long, Chairperson

IN RE: COUNTY CLERK/REGISTER OF DEEDS - ELECTIONS DIVISION - AGREEMENT FOR BALLOT LAYOUT AND PROGRAMMING SERVICES BETWEEN OAKLAND COUNTY AND LOCAL MUNICIPALITIES

To the Oakland County Board of Commissioners
Chairperson, Ladies and Gentlemen:

WHEREAS the Urban Cooperation Act of 1967 permits local governments to enter into interlocal agreements to provide services; and

WHEREAS Oakland County Corporation Counsel has drafted an agreement for the cities and townships in Oakland County to utilize the services of the Oakland County Elections Division for Ballot Layout and Programming Services at a cost of \$300 per election; and

WHEREAS the proposed cooperative agreement between Oakland County and local municipalities will result in an estimated \$60,000 biennial savings to local municipalities and \$144,000 biennial savings to Oakland County; and

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby approves and authorizes the attached Agreement to govern the relationship and responsibilities between the County and the following local municipalities for ballot layout and programming services:

City of Auburn Hills
City of Berkley
City of Birmingham
City of Bloomfield Hills
City of the Village of Clarkston
City of Clawson
City of Farmington
City of Farmington Hills
City of Fenton
City of Ferndale
City of Hazel Park
City of Huntington Woods
City of Keego Harbor
City of Lake Angelus
City of Lathrup Village
City of Madison Heights
City of Northville
City of Novi
City of Oak Park
City of Orchard Lake Village
City of Pleasant Ridge
City of Pontiac
City of Rochester
City of Rochester Hills
City of Royal Oak
City of South Lyon
City of Southfield
City of Sylvan Lake
City of Troy
City of Walled Lake
City of Wixom

Township of Addison
Charter Township of Bloomfield
Charter Township of Brandon
Charter Township of Commerce
Township of Groveland
Charter Township of Highland
Township of Holly
Charter Township of Independence
Charter Township of Lyon
Charter Township of Milford
Township of Novi
Charter Township of Oakland
Charter Township of Orion
Charter Township of Oxford
Township of Rose
Charter Township of Royal Oak
Township of Southfield
Charter Township of Springfield
Charter Township of Waterford
Charter Township of West Bloomfield
Charter Township of White Lake

GENERAL GOVERNMENT COMMITTEE

Motion carried unanimously on a roll call vote.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners hereby directs its Chairperson or his designee to execute the attached Agreement and all other related documents between the County and the municipalities listed above.

Chairperson, on behalf of the General Government Committee, I move the adoption of the foregoing resolution.

GENERAL GOVERNMENT COMMITTEE

Charlie A. Long

FISCAL NOTE (MISC. #13322)

January 22, 2014

BY: Finance Committee, Tom Middleton, Chairperson

IN RE: COUNTY CLERK/REGISTER OF DEEDS – ELECTIONS DIVISION - AGREEMENT FOR BALLOT LAYOUT AND PROGRAMMING SERVICES BETWEEN OAKLAND COUNTY AND LOCAL MUNICIPALITIES

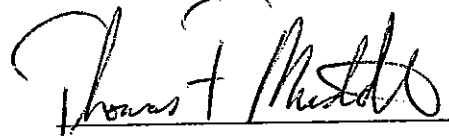
To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The Clerk Register of Deeds – Elections Division is responsible to manage all state and federal elections and report the election results.
2. The Elections Division is qualified to provide ballot layout and election machine programming services to local municipalities and the Oakland County Corporation Counsel has drafted an agreement for the cities, villages and townships (CVT's) in Oakland County to utilize the services of the Oakland County Elections Divisions for ballot layout and programming services at a cost of \$300 per election.
3. The proposed funding for this project and ongoing operating cost are derived from the proposed cooperative agreement and will result in an estimated \$60,000 biennial savings to local municipalities and \$144,000 biennial savings to Oakland County.
4. This is a contract renewal and revenues (Reimbursement General) and expenditures (Overtime and Election Supplies) associated with these services are incorporated in the Adopted Budget for FY2014, 2015 and 2016, and therefore, no budget amendment is recommended.

FINANCE COMMITTEE

A handwritten signature in black ink, appearing to read "Thomas F. Middleton", is written over a horizontal line.

FINANCE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote with Crawford absent.

Resolution #13322


January 22, 2014

Moved by Spisz supported by Hatchett the resolutions (with fiscal notes attached) on the amended Consent Agenda be adopted.

AYES: Gershenson, Gosselin, Hatchett, Hoffman, Jackson, Long, Matis, Middleton, Quarles, Runestad, Scott, Spisz, Taub, Weipert, Woodward, Zack, Bosnic, Crawford, Dwyer. (19)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the amended Consent Agenda were adopted.

 1-22-14
I HEREBY APPROVE THIS RESOLUTION
CHIEF DEPUTY COUNTY EXECUTIVE
ACTING PURSUANT TO MCL 45.559A (7)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on January 22, 2014, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 22nd day of January 2014.


Lisa Brown, Oakland County

AGENDA NOTE

New Business: Item #4

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Police and Fire Department Dispatch Agreement – City of Novi

EXPLANATION OF TOPIC: The agreement with the City of Novi for dispatch services for the South Lyon Police Department and the South Lyon Fire Department will expire on June 30, 2014. The City of Novi has proposed a new three-year agreement. The agreement includes a modest cost increase of 2% per year. The proposed agreement has been reviewed by City Attorney Wilhelm.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed agreement; Communications from Chief David Molloy, City Attorney Wilhelm.

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

RECOMMENDATION: Approve the proposed agreement.

SUGGESTED MOTION(s): Motion by _____, supported by _____ to approve the agreement with the City of Novi for Dispatch Services for the South Lyon Police and Fire Departments, for the period July 1, 2014 through June 30, 2017.



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Thomas R. Schultz
tschultz@jrsjlaw.com

www.jrsjlaw.com

February 11, 2014

David Molloy, Director/Chief
Novi Public Safety Department
45125 W. Ten Mile Road
Novi, MI 48375

RE: Dispatch Agreement with City of South Lyon

Dear Director Molloy:

You asked our office to review the Agreement for Dispatch Services with the City of South Lyon. The agreement is consistent with the prior agreement with South Lyon approved by the City Council in 2009 and 2011. The term of the agreement is three years, to commence at the expiration of the current agreement (July, 2014) and running through June, 2017. The only significant change is a slight increase in the rates charged to South Lyon.

We have no recommended changes to the agreement and see no impediment to the City entering into the agreement.

If you have any questions, please do not hesitate to call.

Sincerely yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Thomas R. Schultz

TRS:jah

cc: Clay Pearson, City Manager
Maryanne Cornelius, City Clerk
Victor Cardenas, Assistant City Manager

Agreement for Dispatch Services

Between the

City of Novi

And the

City of South Lyon

This Agreement is made and effective as of the date of the last signature and is between the *City of South Lyon* ("South Lyon"), whose address is 335 South Warren, South Lyon, Michigan 48178, Oakland County, Michigan and the *City of Novi* ("Novi") whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, Oakland County, Michigan.

WHEREAS: It is the intention of South Lyon to secure and Novi to furnish Dispatch Services, and

WHEREAS: It is the intention of South Lyon and Novi to enter into an Agreement for the provision of said Dispatch Services through June 30, 2017, and to have the compensation for said services set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. This Agreement is for a term ending June 30, 2017. The obligation to provide services under this Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party, delivered via First Class Certified United States Mail with Return Receipt requested. Unless prior to the ending date of this Agreement, a written extension is negotiated and executed, the provisions of this Agreement may be extended on a month-to-month basis by agreement of the parties.
2. Novi agrees to furnish Fire Department Dispatch Services on a 24 hours a day, 7 days a week basis to South Lyon.
3. Novi agrees to serve as the Primary Safety Answering Point for South Lyon as part of the Oakland County E-911 Emergency Communications System. Dispatch Services to be provided by Novi shall include all emergency communication for South Lyon in accordance with the City of Novi – Telecommunications Proposal attached hereto as Exhibit A and incorporated herein by reference. Any requests from South Lyon that increase the scope of dispatch services from what is currently required shall not be binding on the City of Novi unless approved in writing by the Novi Police Chief.
4. Novi agrees to furnish Dispatch Services as outlined in this Agreement, specifically Paragraphs 2 and 3, and to provide training necessary for all dispatchers to comply with and obtain any certifications required by applicable law. Novi further agrees to provide emergency telecommunicator and fire dispatcher training for its dispatchers to obtain certifications in those fields at locations and times determined by the Novi Police Chief

Agreement for Dispatch Services
Between the City of South Lyon and the City of Novi

through outside accredited or recognized courses or programs that are established by South Lyon Police and Fire Chiefs and the Novi Police Chief.

5. In consideration for furnishing of said dispatch services as outlined in this Agreement, South Lyon agrees to pay Novi the following amounts for the periods indicated, with quarterly payments made on or before the first day of each quarter:

Time Period	Quarterly Amount	Annual Amount
July 1, 2014 through June 30, 2015	\$27,940	\$111,761
July 1, 2015 through June 30, 2016	\$28,499	\$113,996
July 1, 2016 through June 30, 2017	\$29,069	\$116,276

6. South Lyon and Novi agree that any change in the Emergency Service Area or any change in the scope of dispatch services to be provided, is subject to re-negotiation and mutual written Agreement of the parties. In any event, South Lyon agrees that any expansion of the South Lyon Emergency Service Area will be preceded by ninety (90) days written notice to Novi to provide time for discussion and negotiation of satisfactory terms and to provide sufficient time to make equipment and record keeping modifications.
7. To the extent allowed by law, throughout the effective period of this Agreement and during any extension hereof pursuant to any written extension agreement or on a month-to-month basis, Novi agrees to hold harmless, indemnify, represent and defend South Lyon, its officers, officials, and employees from any and all claims, causes of action, liabilities, judgments, costs, damages and/or expenses for bodily injury Novi's delivery of dispatch services as specifically identified in the provisions of this Agreement, most specifically Paragraphs 2 and 3.

To the extent allowed by law, throughout the effective period of this Agreement and during any extension hereof pursuant to any written extension agreement or on a month-to-month basis, the City of South Lyon agrees to hold harmless, indemnify, represent and defend Novi, its officers, officials, and employees from any and all claims, causes of action, liabilities, judgments, costs, damages and/or expenses for bodily injury and/or property damage and/or any other claim relating to or solely arising out of South Lyon's delivery of services, by the City of South Lyon or its Police or Fire Departments.

The obligation of the parties pursuant to this indemnification paragraph shall continue following termination of this Agreement and for all times during which lawful claims may be made in relation to any acts arising out of this Agreement. Under the provisions of this Paragraph, the indemnitor, whether Novi or South Lyon, shall provide reasonable and adequate legal representation on behalf of the indemnitee, and shall pay all claims, judgments and/or liabilities which become due.

8. This Agreement and its incorporated Exhibit A constitute the entire Agreement for

Agreement for Dispatch Services
Between the City of South Lyon and the City of Novi

Dispatch Services between South Lyon and Novi.

Witness and Date

CITY OF SOUTH LYON

Tedd M. Wallace, Mayor

Lisa Deaton, Clerk

Witness and Date

CITY OF NOVI

Robert J. Gatt, Mayor

Maryanne Cornelius, Clerk

1078818_1

CITY OF NOVI
TELECOMMUNICATIONS PROPOSAL

It is the mission of the Novi Regional 911 Center to provide a fast and effective communications link between the citizens requesting public safety services and the public safety agencies charged with providing emergency and non-emergency services to those citizens.

The "City of Novi Telecommunications Proposal" provides dispatching services 365 days a year on a 24/7 basis. It includes the following services and ensures Tele-Communicators will:

- Successfully undergo a recognized extensive communications Training Program.
- Have a thorough understanding of all radio console functions and public safety communications system used by the Novi Regional 911 Center.
- Answer 911 and non-emergency phone calls from the public and dispatch appropriate law enforcement, fire and/or EMS units as needed.
- Maintain contact with the caller throughout an emergency and update responding personnel of a changing situation.
- Activate weather sirens for inclement weather as needed.
- Have a thorough understanding of geography and addressing in all regional service areas.
- Be knowledgeable of mutual aid agreements between regional agencies.
- Assign complaint numbers for Calls for Service utilizing a computer aided dispatch system tracking complainant and officer response time information.
- Respond to requests from authorized public safety personnel i.e. LEIN, CLEMIS, NCIC checks, make follow-up phone calls, dispatch wreckers, etc.
- Maintain audio recordings of all radio traffic and telephone calls.
- Attend basic and advanced training as directed to stay up to date with dispatching methods and procedures.
- Maintain and make available Dialogic Reverse 911 Notification System.
- Provide short-term custody of arrested subjects, absent any major medical concerns and based on decision of Shift Commander.



January 7, 2014

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Justin Fischer

Wayne Wrobel

Laura Marie Casey

Gwen Markham

City Manager
Clay J. Pearson

Director of Public Safety
Chief of Police
David E. Molloy

Director of EMS/Fire Operations
Jeffery R. Johnson

Assistant Chief of Police
Victor C.M. Lauria

Assistant Chief of Police
Jerrod S. Hart

Chief Lloyd Collins
South Lyon Police Department
219 Whipple
South Lyon, MI 48178

Dear Chief Collins,

The current contract for the City of Novi to provide dispatch services to the City of South Lyon will expire on June 30, 2014. During the fiscal year 2013-2014, the City of South Lyon Police and Fire Departments contracted with the City of Novi to provide dispatching services for a fee of \$109,570.

We would like to enter into a new three year agreement, for the period July 1, 2014 through June 30, 2017 for the City of Novi to provide dispatch services to the City of South Lyon at the following rates which reflect a 2% increase per year:

	<u>Annual</u>	<u>Quarterly</u>
July 1, 2014 – June 30, 2015	\$111,761	\$27,940
July 1, 2015 – June 30, 2016	\$113,996	\$28,499
July 1, 2016 – June 30, 2017	\$116,276	\$29,069

Please contact me should you have any questions.

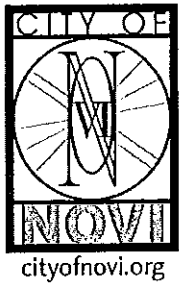
Sincerely,

David E. Molloy
Director of Public Safety
Chief of Police

C: Chief Mike Kennedy, South Lyon Fire Department

Novi Public Safety Administration
45125 W. Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org



CITY of NOVI CITY COUNCIL

**Agenda Item
March 10, 2014**

SUBJECT: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2014 through June 30, 2017.

SUBMITTING DEPARTMENT: Public Safety *JEM*

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The City of Novi Police Department has provided emergency dispatch service for the City of South Lyon Police and Fire Departments for over twenty years. Attached are the proposed Dispatch Services Letter of Agreement and the Telecommunication Proposal. Based on the results of the Shared Service Cost Analysis, prepared by Rehmann Robson in 2008, and the recommendations of City Council at that time, the proposed agreements accurately reflects cost recovery based on a three-year average (2011, 2012, 2013) for calls for service and dispatch related expenses as of June 30, 2013. Proposals reflect a 2% increase per year. Legal counsel has reviewed this contract and opines there is no legal impediment which precludes the City from executing this agreement.

The City of South Lyon is currently paying the City of Novi \$109,570 for dispatch services. The proposed schedule recommends the following:

City of South Lyon		
Time Period	Qtr	Annual
July 1, 2014 through June 30, 2015	\$27,940	\$111,761
July 1, 2015 through June 30, 2016	\$28,499	\$113,996
July 1, 2016 through June 30, 2017	\$29,069	\$116,276

RECOMMENDED ACTION: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2014 through June 30, 2017.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Thomas R. Schultz
tschultz@jrsjlaw.com

www.jrsjlaw.com

February 11, 2014

David Molloy, Director/Chief
Novi Public Safety Department
45125 W. Ten Mile Road
Novi, MI 48375

RE: Dispatch Agreement with City of South Lyon

Dear Director Molloy:

You asked our office to review the Agreement for Dispatch Services with the City of South Lyon. The agreement is consistent with the prior agreement with South Lyon approved by the City Council in 2009 and 2011. The term of the agreement is three years, to commence at the expiration of the current agreement (July, 2014) and running through June, 2017. The only significant change is a slight increase in the rates charged to South Lyon.

We have no recommended changes to the agreement and see no impediment to the City entering into the agreement.

If you have any questions, please do not hesitate to call.

Sincerely yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Thomas R. Schultz

TRS:jah

cc: Clay Pearson, City Manager
Maryanne Cornelius, City Clerk
Victor Cardenas, Assistant City Manager

Agreement for Dispatch Services

Between the

City of Novi

And the

City of South Lyon

This Agreement is made and effective as of the date of the last signature and is between the *City of South Lyon* ("South Lyon"), whose address is 335 South Warren, South Lyon, Michigan 48178, Oakland County, Michigan and the *City of Novi* ("Novi") whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, Oakland County, Michigan.

WHEREAS: It is the intention of South Lyon to secure and Novi to furnish Dispatch Services, and

WHEREAS: It is the intention of South Lyon and Novi to enter into an Agreement for the provision of said Dispatch Services through June 30, 2017, and to have the compensation for said services set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. This Agreement is for a term ending June 30, 2017. The obligation to provide services under this Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party, delivered via First Class Certified United States Mail with Return Receipt requested. Unless prior to the ending date of this Agreement, a written extension is negotiated and executed, the provisions of this Agreement may be extended on a month-to-month basis by agreement of the parties.
2. Novi agrees to furnish Fire Department Dispatch Services on a 24 hours a day, 7 days a week basis to South Lyon.
3. Novi agrees to serve as the Primary Safety Answering Point for South Lyon as part of the Oakland County E-911 Emergency Communications System. Dispatch Services to be provided by Novi shall include all emergency communication for South Lyon in accordance with the City of Novi – Telecommunications Proposal attached hereto as Exhibit A and incorporated herein by reference. Any requests from South Lyon that increase the scope of dispatch services from what is currently required shall not be binding on the City of Novi unless approved in writing by the Novi Police Chief.
4. Novi agrees to furnish Dispatch Services as outlined in this Agreement, specifically Paragraphs 2 and 3, and to provide training necessary for all dispatchers to comply with and obtain any certifications required by applicable law. Novi further agrees to provide emergency telecommunicator and fire dispatcher training for its dispatchers to obtain certifications in those fields at locations and times determined by the Novi Police Chief

Agreement for Dispatch Services
Between the City of South Lyon and the City of Novi

through outside accredited or recognized courses or programs that are established by South Lyon Police and Fire Chiefs and the Novi Police Chief.

5. In consideration for furnishing of said dispatch services as outlined in this Agreement, South Lyon agrees to pay Novi the following amounts for the periods indicated, with quarterly payments made on or before the first day of each quarter:

Time Period	Quarterly Amount	Annual Amount
July 1, 2014 through June 30, 2015	\$27,940	\$111,761
July 1, 2015 through June 30, 2016	\$28,499	\$113,996
July 1, 2016 through June 30, 2017	\$29,069	\$116,276

6. South Lyon and Novi agree that any change in the Emergency Service Area or any change in the scope of dispatch services to be provided, is subject to re-negotiation and mutual written Agreement of the parties. In any event, South Lyon agrees that any expansion of the South Lyon Emergency Service Area will be preceded by ninety (90) days written notice to Novi to provide time for discussion and negotiation of satisfactory terms and to provide sufficient time to make equipment and record keeping modifications.
7. To the extent allowed by law, throughout the effective period of this Agreement and during any extension hereof pursuant to any written extension agreement or on a month-to-month basis, Novi agrees to hold harmless, indemnify, represent and defend South Lyon, its officers, officials, and employees from any and all claims, causes of action, liabilities, judgments, costs, damages and/or expenses for bodily injury Novi's delivery of dispatch services as specifically identified in the provisions of this Agreement, most specifically Paragraphs 2 and 3.

To the extent allowed by law, throughout the effective period of this Agreement and during any extension hereof pursuant to any written extension agreement or on a month-to-month basis, the City of South Lyon agrees to hold harmless, indemnify, represent and defend Novi, its officers, officials, and employees from any and all claims, causes of action, liabilities, judgments, costs, damages and/or expenses for bodily injury and/or property damage and/or any other claim relating to or solely arising out of South Lyon's delivery of services, by the City of South Lyon or its Police or Fire Departments.

The obligation of the parties pursuant to this indemnification paragraph shall continue following termination of this Agreement and for all times during which lawful claims may be made in relation to any acts arising out of this Agreement. Under the provisions of this Paragraph, the indemnitor, whether Novi or South Lyon, shall provide reasonable and adequate legal representation on behalf of the indemnitee, and shall pay all claims, judgments and/or liabilities which become due.

8. This Agreement and its incorporated Exhibit A constitute the entire Agreement for

Agreement for Dispatch Services
Between the City of South Lyon and the City of Novi

Dispatch Services between South Lyon and Novi.

Witness and Date

CITY OF SOUTH LYON

Tedd M. Wallace, Mayor

Lisa Deaton, Clerk

Witness and Date

CITY OF NOVI

Robert J. Gatt, Mayor

Maryanne Cornelius, Clerk

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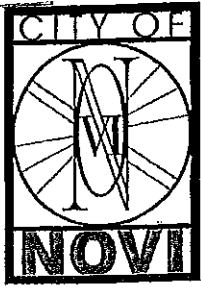
CITY OF NOVI

TELECOMMUNICATIONS PROPOSAL

It is the mission of the Novi Regional 911 Center to provide a fast and effective communications link between the citizens requesting public safety services and the public safety agencies charged with providing emergency and non-emergency services to those citizens.

The "City of Novi Telecommunications Proposal" provides dispatching services 365 days a year on a 24/7 basis. It includes the following services and ensures Tele-Communicators will:

- Successfully undergo a recognized extensive communications Training Program.
- Have a thorough understanding of all radio console functions and public safety communications system used by the Novi Regional 911 Center.
- Answer 911 and non-emergency phone calls from the public and dispatch appropriate law enforcement, fire and/or EMS units as needed.
- Maintain contact with the caller throughout an emergency and update responding personnel of a changing situation.
- Activate weather sirens for inclement weather as needed.
- Have a thorough understanding of geography and addressing in all regional service areas.
- Be knowledgeable of mutual aid agreements between regional agencies.
- Assign complaint numbers for Calls for Service utilizing a computer aided dispatch system tracking complainant and officer response time information.
- Respond to requests from authorized public safety personnel i.e. LEIN, CLEMIS, NCIC checks, make follow-up phone calls, dispatch wreckers, etc.
- Maintain audio recordings of all radio traffic and telephone calls.
- Attend basic and advanced training as directed to stay up to date with dispatching methods and procedures.
- Maintain and make available Dialogic Reverse 911 Notification System.
- Provide short-term custody of arrested subjects, absent any major medical concerns and based on decision of Shift Commander.



January 7, 2014

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Justin Fischer

Wayne Wrobel

Laura Marie Casey

Gwen Markham

City Manager
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219 Whipple
South Lyon, MI 48178

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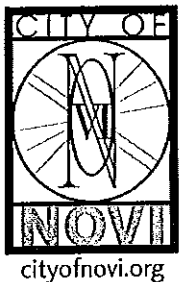
Sincerely,

David E. Molloy
Director of Public Safety
Chief of Police

C: Chief Mike Kennedy, South Lyon Fire Department

Novi Public Safety Administration
45125 W. Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org



CITY of NOVI CITY COUNCIL

**Agenda Item
March 10, 2014**

SUBJECT: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2014 through June 30, 2017.

SUBMITTING DEPARTMENT: Public Safety *DEM*

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

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RECOMMENDED ACTION: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2014 through June 30, 2017.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

AGENDA NOTE

New Business: Item #5

MEETING DATE: February 24, 2014

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: SLARA Lease Agreement for 318 W. Lake Street

EXPLANATION OF TOPIC: SLARA currently leases 318 W. Lake Street from the City pursuant to a Lease which expires on June 30, 2014. The current lease can be renewed if SLARA notifies the City 120 days before the Lease expires. If the lease is renewed, rent increases by 2%. SLARA notified the City of its intent to renew the lease and requested an updated lease.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Lease Agreement
- Attorney-client privileged letter from City Attorney discussing the proposed lease

POSSIBLE COURSES OF ACTION: Approve/reject proposed Lease Agreement

Request clarification of current maintenance and repair arrangements between the City and SLARA.

RECOMMENDATION: Approve proposed Lease Agreement between City and SLARA for 318 W. Lake Street

SUGGESTED MOTION: I move that Council approve the proposed Lease Agreement between the City and SLARA for the City-owned property located at 318 W. Lake Street as presented.

Motion by _____

Second by _____

Vote: Yes _____
No _____

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on this ____ day of _____, 2014, by and between the CITY OF SOUTH LYON, a Michigan municipal corporation, 335 S. Warren Street, South Lyon, Michigan 48178 ("Landlord"), and the SOUTH LYON RECREATION AUTHORITY, a Michigan municipal corporation, 318 W. Lake Street, South Lyon, Michigan 48178 ("Tenant").

RECITALS

A. Landlord is the owner of land and improvements commonly known and numbered as 318 W. Lake Street, South Lyon, Michigan 48178 (the "Premises").

B. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Description of the Premises. The Premises is located at 318 W. Lake Street and includes the buildings and improvements located thereon, and the Premises is formerly known as the South Lyon Library Building.

2. Term. The term of the Lease shall be two (2) years, commencing July 1, 2014 and ending June 30, 2016.

3. Renewal. If the Tenant is not in default under this Lease, the Tenant may, at its option, renew the Lease for another two (2) year term. Tenant shall exercise such renewal option by giving written notice to Landlord at least one hundred twenty days (120) before the expiration of the term of the Lease. If Tenant elects to renew the Lease, monthly rent shall increase two percent (2%).

4. Rent. For and during the initial term of the Lease, Tenant shall pay to Landlord annual rent of \$8,965.08 per year. The annual rent shall be payable in advance in equal monthly installments of \$747.09 per month. The monthly payment shall be due and payable on the first day of each calendar month at the following address 335 S. Warren Street, South Lyon, Michigan 48178 or at such other place designated by written notice from Landlord. Any rent payment not made by the fifth day of the month shall be considered overdue and in addition to Landlord's other remedies, Landlord may levy a late payment charge of \$25.00 per month on any overdue amount.

5. Use of Premises. The Premises are to be used and occupied exclusively by Tenant for its general office use and for no other purpose without the prior written consent of Landlord. No activity shall be conducted on the Premises that does not comply with applicable local, state and federal laws, ordinances, and regulations. Tenant shall neither use nor occupy the Premises, or any part of it, for any unlawful, disreputable, or ultrahazardous activity and shall take action to halt such activity.

6. Condition of Premises. Tenant has inspected the Premises, finds them in good order and repair, acceptable for Tenant's intended use, and accepts the Premises as is.

7. Quiet Enjoyment. The Landlord covenants that as long as the Tenant pays the rent and complies with the other provisions of the Lease, the Tenant may quietly enjoy the Premises for the full term of this Lease.

8. Right of Entry. Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same and for purposes of maintaining and repairing the Premises, provided Landlord shall not thereby unreasonably interfere with Tenant's business.

9. Utilities. Unless otherwise expressly agreed in writing by Landlord, all utilities shall be paid by the Tenant.

10. Maintenance and Repairs. Unless otherwise agreed to in writing and signed by the parties, Landlord shall be responsible for general building maintenance and repairs which are unrelated to Tenant's use of the Premises, such as general building maintenance (doors, windows, etc), fire extinguisher maintenance, pest control, lighting, lawn, snow removal, but Tenant shall be responsible, at its own cost and expense, for all other maintenance and repairs to the Premises. Tenant shall also use all reasonable care and precautions to prevent waste, damage or injury to the Premises.

11. Alterations, Additions and Improvements. No portion of the Premises, building or other improvements located thereon shall be altered, improved, or demolished without the prior written consent of the Landlord.

12. Taxes. Landlord will pay any real property taxes, assessments, or other governmental charges that shall or may during the Lease be imposed on, or arise in connection with the use of the Premises.

13. Signs. Tenant may construct or place signs in accordance with the rules governing municipal use and with the express written consent of the City of South Lyon.

14. Parking. Tenant may utilize city-owned parking areas for employee and visitor parking without charge.

15. Insurance. Tenant shall obtain and maintain at its own expense, the following types and amounts of insurance:

- a. Fire Insurance. Tenant shall keep all furniture, records, and equipment on the Premises, including alterations, additions and improvements insured against loss or damage by fire with all standard extended coverage that may be required by any supplier or lien holder. The insurance shall be in an amount sufficient to cover Tenant for all risks or any event, in the full insurable value of the Premises occupied by Tenant and waive the right of recovering against the Landlord, excluding the cost of excavation and of foundations. If at any time there is a dispute as to the amount of such insurance, the same shall be settled by arbitration.

- b. Personal injury and Property Damage Insurance. Insurance against liability for bodily injury and property damage and machinery insurance, all to be in amounts and in forms of insurance policies as may from time to time be specifically required by Landlord, shall be provided by Tenant.
- c. All insurance provided by Tenant as required by this section shall be carried in favor of Landlord and Tenant as their respective interests may appear. In case of insurance against damage to the Premises by fire or other casualty, the policy shall provide that loss, if any, shall be adjusted with and be payable to Landlord. Rent insurance and use and occupancy insurance maybe carried in favor of Tenant, but the proceeds are hereby assigned to Landlord to be held by Landlord as security for the payment of the rent and any additional rent under this Lease until restoration of the Premises.
- d. All insurance shall be written with responsible companies that Landlord shall approve, and the policies or certificates of insurance shall be delivered by Tenant to Landlord. All policies shall require fifteen (15) days' notice by registered mail to Landlord of any cancellation or change affecting any interest of Landlord.

16. Damage and Destruction. In the event if the Premises, or any portion of it, is damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease. In the event if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at its cost and expense. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes.

17. Indemnity. Tenant shall indemnify Landlord against, and hold Landlord harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Tenant's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises.

18. Subletting and Assignment. Tenant shall not sublet the Premises, or any portion of it, or assign this Lease without the prior written consent of the Landlord. Any such attempt to sublet or assign the Lease by Tenant shall be a breach of this Lease and cause for immediate termination.

19. Easements, Agreements, or Encumbrances. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Premises, and Landlord shall not be liable to the Tenant for any damages resulting from any action taken by a holder of interest pursuant to the rights of that holder.

20. Defaults and Remedies. If the Tenant defaults on any payments to the Landlord and does not cure the default within five (5) days, if the Tenant defaults on any other obligations under the Lease and does not cure the default within thirty (30) days after written

notification from the Landlord specifying the default, if the Tenant or any agent of the Tenant falsifies any report that Tenant must furnish the Landlord under the Lease, or if the Tenant is adjudicated a bankrupt or makes an assignment for the benefit of creditors, then the Landlord may accelerate the balance of the rent for the remainder of the term and sue for the sum due or may terminate the Lease; alternatively, the Landlord may, without terminating the Lease, enter the Premises dispossess the Tenant and any other occupants of the Premises, remove their effects, and reclaim or relet the Premises under any terms of satisfactory to the Landlord. If the Landlord chooses the latter option, the Landlord shall credit the proceeds from reletting the Premises to the Tenant's account after deducting the costs of entering, altering and reletting the Premises, and the Tenant shall remain liable to the Landlord for the balance owed. If the Landlord brings suit to recover the breach of an obligation that the Tenant should have performed under the Lease and the Landlord prevails, the Tenant shall pay the Landlord's expenses incurred in the action, including reasonable attorney fees. Such expenses shall be deemed to have been incurred when the action commenced and shall be enforceable whether or not the action is prosecuted to judgment.

21. Waiver. Any failure of the Landlord to insist on strict performance of any provisions of this Lease shall not be deemed a waiver of the provisions of the Lease in any subsequent default.

22. Amendment. This Lease may not be changed, modified, or discharged except a writing signed by both parties.

23. Notices. All notices under this Lease shall be in writing and shall be deemed to be given when they are either delivered personally or mailed by certified or registered mail to the receiving party at the address stated in this Lease or at an address furnished to the other party in writing during the term of this Lease.

24. Captions and Headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing the Lease.

25. Applicable Law. This Lease shall be construed under Michigan Law.

26. Successors and Assigns. This Lease is binding on successors and assigns.

27. Severability. If any provision of this Lease is unenforceable, the other provisions of the Lease shall remain valid and enforceable to the fullest extent permitted by law.

28. Entire Agreement. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

29. Binding Effect. The covenants and conditions contained in this Lease shall apply to and bind the successor's legal representatives and assigns of the parties to this Lease and all covenants are to be construed as conditions of this Lease.

30. Attorney Fees. If Landlord files an action to enforce the Lease, or for breach of the Lease or any covenant or condition therein, Tenant shall pay Landlord reasonable attorney fees for the services of Landlord's attorney in the action, all fees to be fixed by the court.

In witness whereof, each party to this Lease has caused it to be executed on the date first above written:

TENANT
SOUTH LYON AREA RECREATION AUTHORITY

LANDLORD
CITY OF SOUTH LYON

By: _____
Name:
Title:

By: _____
Tedd M. Wallace, Mayor

By: _____
Name:
Title:

By: _____
Lisa Deaton, Clerk

Rod Cook

From: Mike Olando <molando@allegrasouthfieldnw.com>
Sent: Friday, February 14, 2014 8:17 AM
To: 'Amy Allen'; 'Dianne Beagle'; 'Ed Mcloud'; 'Erica Wilson'; 'Jeff Thompson'; 'Keith McCormick'; Kristen Delaney; 'Mike Olando'; 'DIANNE BEAGLE'; 'Erica Wilson'; amy allen
Cc: Rod Cook; Kristen Delaney
Subject: Resignation

Good Morning All,

Happy valentines day.

This email comes with sadness but understanding.

Jeff Thompson tendered his resignation with the Parks and Recreation Commission effective immediately.

We are certainly going to miss Jeff. He was very involved in a lot of happenings within the commission over his tenure with the commission.

Below is his resignation.

Jeff, on behalf of the commission and the city of South Lyon, I want to thank you for your service. You have been very valuable and will be missed.

I look forward to seeing you around town and at the parks this summer.

Best of luck

Mike Olando
Sales Manager
Allegra Print & Imaging
molando@allegrasouthfieldnw.com
248-982-5532

From: Jeffrey Thompson [<mailto:jeffthompson1022@gmail.com>]
Sent: Wednesday, February 12, 2014 7:35 PM
To: Mike Olando
Subject: Re: Agenda

Thank you all for a wonderful experience on parks and rec.

As it has become apparent, I'm am not able to make it to the meetings. And so, I thought it appropriate to resign even though I will miss you and the opportunities of the position.

I have Sylvia on Wednesdays and am frequently obligated with work.

I am certain we'll see you around town and will certainly see you at the events around town!

Jeff.



P.O. Box 397 ♦ Bath, MI 48808
Ph 517-641-7377 ♦ Fax 517-641-7388
www.mi-wea.org

February 12, 2014

Bob Martin
City of South Lyon
335 S Warren Street
South Lyon, MI 48178-1317

Dear Bob,

Congratulations! On behalf of the MWEA Awards Committee, it is my pleasure to inform you that you have been selected to receive the James R. Rumsey Award.

This award is given to the author(s) of the best paper describing work in the field of the water environment. The paper, to be a such quality as to merit recognition and must have been presented at the previous annual meeting of the Association or Federation or published in an Association or Federation publication during the preceding year. You will be receiving this award in conjunction with John Patry.

The award will be presented to you at the **Awards Luncheon on Tuesday, June 24th** as part of the **2014 MWEA Annual Conference** which will be held at Boyne Mountain Resort, June 22-25, 2014.

Attached is an information sheet that we would like you to fill out and email to the Breina Field at bfield@mi-wea.org by April 1st. This will tell us a little more about yourself so that we can include it in the Awards Presentation. Also, please email a photograph of yourself for the Awards Presentation (JPEG file format please).

We sincerely hope you will be able to attend the luncheon, if not all of the conference, to receive this well deserved honor and recognition by your peers. If you plan to attend the entire conference, registration materials will be mailed out in March and we ask that you register yourself at that time. You can also register online at www.mi-wea.org when registration becomes available.

Please RSVP to the MWEA Office by April 1st, 2014 to let us know if you are able to attend the Awards Luncheon. If you are unable to attend, we will forward the award to you following the conference.

Again, congratulations from the entire MWEA Board of Directors and all its members. If you have any questions, please feel free to contact me or Breina Field at the MWEA Office at 517-641-7377.

Sincerely,

Mark Prein, Awards Committee Chair
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