

Regular City Council Meeting

March 24, 2014

Agenda

7:30 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes: March 10, 2014

Approval of Bills (none)

Approval of Agenda

Presentation by the South Lyon Fire Department

Public Comment

I. Old Business

1. Proposed Ordinance Amending Section 26-20 of the Code of Ordinances: Cable Communications Commission
2. Building Inspection Services Contract

II. New Business

1. Use of Whipple Street Parking Lot for Blues, Brews and Brats Event
2. South Lyon High School Project Graduation Charitable Gaming License Resolution
3. South Lyon Area Pumpkinfest Presentation
4. Drug Enforcement Administration (DEA) Agreement
5. Appointment to the Parks and Recreation Commission
6. Discussion with MML Consultant Regarding the City Manager Search

III. Manager's Report

IV. Council Comments

V. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
MARCH 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 Wallace

Council Members: Dixon, Kivell, Kramer, Kopkowski, Rzyzi, Wedell,

Also Present: Chief Collins, Chief Kennedy,
Department Head Martin, City Attorney Wilhelm,
and Clerk/Treasurer Deaton

MINUTES

Councilman Rzyzi stated on page 1 it should read Motion by Kopkowski, supported by Dixon. He further stated on page 1 Motion is misspelled for the vote. Councilman Rzyzi stated under Council Comments it says he was happy with the results of the Library Election, but what he actually said was he wanted to remind everyone to get out and vote in the Library Election. Mayor Wallace stated Dan Pelchat is spelled wrong on page 2. Councilman Kivell stated on page 3 the proper abbreviation is LETS not LESA service and on page 4 the proper abbreviation is SWOCC.

CM 1-1-14 MOTION TO APPROVE THE MINUTES

Motion by Kivell, supported by Rzyzi

Motion to approve minutes as amended.

VOTE:

MOTION CARRIED UNANIMOUSLY

BILLS

Discussion was held regarding the monthly bills

CM 1-2-14 MOTION TO APPROVE BILLS

Motion by Kivell, supported by Dixon

VOTE: **MOTION CARRIED UNANIMOUSLY**

AGENDA**CM 1-2-14 MOTION TO APPROVE AGENDA**

Motion by Wedell, supported by Dixon
Motion to approve agenda as presented

VOTE: **MOTION CARRIED UNANIMOUSLY**

PUBLIC COMMENT- None

OLD BUSINESS

1. **Letter of Engagement with HRC for Road Inventory**

Chief Collins stated this was talked about two previous times, but Council had a question regarding the budget, and if this was included. He further stated it was not, and it will require a budget amendment, and it will come from the Road Fund. Councilman Kivell stated this is something we will have to do for State funds anyway, so we need to do this. Councilman Rzyti stated this is something we need to do to move forward to qualify for funds, but as he mentioned before, he would like to see the breakdown of the cost for the engineers for future projects for what type of engineers and their pay rates that will be used for different parts of the projects such as the informational meetings.

CM 1-3-14 MOTION TO APPROVE LETTER OF ENGAGEMENT FOR ROAD INVENTORY

Motion by Kivell, supported by Kramer

Motion to approve the letter of engagement with HRC in the amount of \$18,600 for Road Inventory.

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Discussion regarding operation of Channel 19 and Appointments to the City Cable Commission.

Councilman Kivell stated the policy City Attorney Wilhelm has supplied us with is very comprehensive, and it seems like the ideal starting point. He further stated this incorporates many other policies he has studied. This also supports the idea of no advertising. He has yet to find a community that does allow advertising. Councilman Kivell stated all prohibit the use of advertising on the channel, but it does speak to underwriting, but the underwriting cannot be used for labor. He further stated the City needs to distance itself from the potential hazard of favoritism. He stated we have received applications for the Cable Commission. Councilman Kramer asked if we will need to reword our Cable Ordinance, and will this be the basis of that ordinance? Attorney Wilhelm stated the declaration of purpose in the current language is basically moot because it speaks to a Cable Franchise Agreements, and the law limits any control the City will have regarding that. He stated this policy is to be used as a place holder; the other option is to form an Ad Hoc Committee. City Attorney Wilhelm stated Council can assign special tasks to the Commission. Discussion was held regarding the current policy City Attorney Wilhelm presented. City Attorney Wilhelm stated the Commission will give Council suggestions. Councilman Kramer asked if a business supports a program on the cable channel, the sponsor can get credit for doing so? City Attorney Wilhelm stated this needs clarification, Council needs to set parameters for the underwriting, but the only credit will be in the front or back of the programming. Councilman Kramer stated Rich Perry works on the 3 Minute Film Festival and they do that because they fund themselves and it is driven by desire, and he thinks that stuff submitted to us would be in kind with that. City Attorney Wilhelm stated this has always been a City Government Channel with the City having some kind of control of what is played on it. Councilman Kivell stated there are still questions to be answered. Councilmember Kopkowski stated she feels the Commission needs to be 5 people as opposed to 3 people. Councilman Rzyzi stated at the last meeting Council asked for guidelines, which we now have. He further stated this has been discussed several times, and we should move forward with the Commission. He stated this could be used as a starting point and we have a few people that are very interested in helping with the channel. Dan Pelchat of 364 Stanford stated we have

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several people looking to help. He asked if we are going to form the Commission tonight. He stated Dennis Rymirz will be able to help guide his efforts to get this going. Councilman Rzyzi stated it shows Mr. Pelchat's commitment and enthusiasm for this channel. He further stated it will be a shame if we don't let you get going with this. Mr. Pelchat stated he will be surprised if Councilman Kivell can find any government channels that do not accept donations. City Attorney stated if we change the ordinance to 5 people, it will take two readings. Councilman Wedell stated he agrees we need to change the ordinance, adopt the policy, and then appoint the Commission. City Attorney Wilhelm stated he can have this ready for the next Council Meeting.

CM 1-4-14 MOTION TO INSTRUCT ATTORNEY TO CHANGE LANGUAGE IN CABLE ORDINANCE

Motion by Kivell, supported by Wedell

Motion to instruct City Attorney to write language changing the ordinance for the Cable Commission from 3 members to 5 members.

VOTE:

MOTION APPROVED 1- ABSTAINED

NEW BUSINESS

1. Purchase of City Mechanic's Service Truck

Department Head Martin stated he is asking to purchase a new truck for the City Mechanic. He currently has a 2000 Dodge 3500, and it has seen better days. He further stated we have received 3 bids for this truck. This truck is equipped with an air compressor, welder, generator, tools and has serviced every piece of equipment for the City.

We did budget \$30,000 for this truck in the Department of Public Works and Water Budget. Department Head Martin stated we thought we would have to replace the utility box, but we can use the box from the current truck. He further stated it should be good for another 14 years. Mayor Wallace asked if it will have a plow. Department Head Martin stated it will be able to be used for plowing. Councilman Kivell asked how much the changeover costs will be for the lights, decals etc. Department Head Martin stated we will be doing those ourselves.

CM 1-5-14 MOTION TO APPROVE PURCHASE OF TRUCK

Motion by Kramer, supported by Rzyzi

Motion to approve the purchase of a 2014 Ford F350 4X4 for \$23,623.00

VOTE:

MOTION APPROVED UNANIMOUSLY

2. Selection of date to meet with Joyce Parker regarding the City Manager search

Chief Collins stated he received a call from Ms. Parker and Wednesday the 12th is no longer an option. He stated she now has March 20th, 21st and the 24th available for 8:30 p.m. meetings. She stated she doesn't have all the information ready for the 12th meeting anyway.

Councilmember Dixon stated the 24th is the next meeting, why don't we meet with her then. Chief Collins stated we could add the meeting to the March 24th Agenda, and he will lock that date in with Ms. Parker tomorrow. Councilmember Kopkowski stated she is returning that day, but may not be here in time for the meeting.

MANAGERS REPORT

Chief Collins stated Endeavor Fitness has submitted preliminary plans to move into Larry's Foodland building. The plans will be turned into the Planning Commission soon.

Chief Collins stated Interim City Manager Cook is still working on obtaining Building Inspector services.

Chief Collins stated Congressman Bentivolio will be at City Hall on March 19th at 9:30 a.m. if anyone would like to attend.

Chief Collins stated the Building Department is working on a temporary certificate of occupancy for Alexander's at his new location on Lafayette. Most of the inside work has been approved but some of the outside work will not be completed for a while due to the weather.

Chief Collins stated the Fire Department hired 3 new members and they have 3 additional people in the academy. He further stated the Fire Department responded to 108 incidents to date in 2014.

Chief Collins stated our Water Department employee Dennis Bridson slipped on the ice while working over the weekend and broke his ankle. We hope for a speedy recovery for him.

Chief Collins stated Officer Sederlund will be out for a bit for an off duty injury.

COUNCIL COMMENTS

Councilmember Kopkowski asked if Ms. Parker could be scheduled later during the Council Meeting and she would try to be here. Chief Collins stated he will add it to the agenda as the last item under New Business.

Councilman Rzyzi stated he would like to thank Chief Collins for the 2013 Annual Report and the likes the goals for 2014. He further stated he likes that there are more verbal warnings in

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the City than tickets issued that is not the case in a lot of places. He further stated he would like everyone to know that Tom Holzor Ford is sponsoring the South Lyon Panthers Football and Cheer, for up to \$6,000.00 on Sunday April 6th from 10 a.m. to 3:00 p.m. at the Links of Novi by donating \$20.00 for every test drive taken.

Mayor Wallace stated he has spoken with someone who is planning on turning in an application for Parks and Recreation. Mayor Wallace stated while he was out of town he rescued and adopted a puppy. He further stated he does donate to the local Humane Society.

ADJOURNMENT

Motion by Kopkowski, supported by Kivell

Motion to adjourn the meeting at 8:30 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Tedd Wallace Mayor

Lisa Deaton Clerk/Treasurer

AGENDA NOTE

Old Business: Item #1

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: Proposed Ordinance Amending Section 26-20 of the Code of Ordinances - Cable Communications Commission.

EXPLANATION OF TOPIC: Per Council discussions and direction, Ordinance 02-14 is presented as a proposal for amending the number of members on the Cable Communications Commission from 3 to 5 members, and for amending the terms of service for the members. The proposed Ordinance also amends the functions and responsibilities of the Commission to include review and recommendation of rules, regulations and policies governing the City's government access channel.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Ordinance 02-14
- Redline showing changes to Section 26-20

POSSIBLE COURSES OF ACTION: Approve/do not approve first reading of Ordinance 02-14

RECOMMENDATION: Approve first reading of Ordinance 02-14 Amending Section 26-20 of the Code of Ordinances to expand the number of members of the Cable Communications Commission, amend terms of service and amend the Commission's functions and responsibilities.

SUGGESTED MOTION: Motion to approve the first reading of Ordinance 02-14 Amending Section 26-20 of the Code of Ordinances to expand the number of members of the Cable Communications Commission from three (3) to five (5) members, amend terms of service, and amend the Commission's functions and responsibilities.

ORDINANCE NO. 02-14

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

AN ORDINANCE TO AMEND THE CITY OF SOUTH LYON CODE OF ORDINANCES, CHAPTER 26 – CABLE COMMUNICATIONS, BY AMENDING SECTION 26-20 "CABLE COMMUNICATIONS COMMISSION" TO EXPAND THE NUMBER OF COMMISSION MEMBERS FROM THREE (3) TO FIVE (5), AMEND COMMISSIONERS' TERMS OF SERVICE, AND TO AMEND THE COMMISSION'S FUNCTIONS AND RESPONSIBILITIES.

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment of Section 26-20. Chapter 26 "Cable Communications," Section 26-20 "Cable Communications Commission" is hereby amended to read as follows in its entirety:

Sec. 26-20. – Cable communications commission.

- (a) There is hereby established a commission to be known as the South Lyon Cable Communications Commission.
- (b) The commission shall consist of five (5) residents of the city appointed by the city council. Each member shall serve a term of three (3) years; provided, however, that appointments to the first commission shall be for such terms as follows: two (2) members for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) member for a term of one (1) year. Any vacancy in the office shall be filled by the city council for the remainder of the term. No employee of, or person with ownership interest in a cable television franchise granted pursuant to this chapter shall be eligible for membership on the commission. Members of the commission shall serve without pay.
- (c) The commission, in addition to the functions and responsibilities that city council or city manager may delegate to it from time to time by resolution, shall review and recommend rules, regulations and policies governing the city's government access channel, content and programming, and suggest and assist in the development of locally originated programs. It shall also have those functions assigned to it by the franchise agreement.

PART II. Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART III. Savings Clause. The amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right

accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance.

PART IV. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART V. Effective Date; Publication. The provisions of this Ordinance shall become effective fifteen (15) days after its adoption and shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City, stating the date of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this Ordinance and such other facts as the Clerk shall deem pertinent, and that a copy of the Ordinance is available for public use and inspection at the office of the City Clerk.

Made, Passed and Adopted by the South Lyon City Council this ____ day of _____, 2014.

Tedd M. Wallace, Mayor

Lisa Deaton, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the ____ day of _____, 2014.

Lisa Deaton, City Clerk

Adopted:
Published:
Effective:

Sec. 26-20. — Cable communications commission.

- (a) There is hereby established a commission to be known as the South Lyon Cable Communications Commission.
- (b) The commission shall consist of ~~three~~five (5) residents of the city appointed by the city council. Each member shall serve a term of ~~three~~three (3) years; provided, however, that appointments to the first commission shall be for such terms as follows: ~~One member~~ two (2) members for a term of ~~three~~ (3) years; ~~one member~~ two (2) members for a term of ~~two~~ (2) years; and ~~one~~ (1) member for a term of ~~one~~ (1) year. Any vacancy in the office shall be filled by the city council for the remainder of the term. No employee of, or person with ownership interest in a cable television franchise granted pursuant to this chapter shall be eligible for membership on the commission. Members of the commission shall serve without pay.
- (c) The commission, in addition to the functions and responsibilities that the city council or city manager may delegate to it from time to time by resolution, shall review plans and recommend rules, regulations and policies governing the city's government access channel, content and programming, and suggest and assist in the development of locally originated programs. It shall also have those functions assigned to it by the franchise agreement.

AGENDA NOTE

Old Business: Item #2

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Lloyd Collins

AGENDA TOPIC: Building Inspection Services Contract

EXPLANATION OF TOPIC: As of March 28, 2014, the City of Novi will no longer provide Building Inspection Services to the City of South Lyon. Two of the entities that were solicited to provide Building Inspection Services have submitted proposals that would meet the requirements of the City of South Lyon.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed contracts from: Safebuild Michigan, Inc.; Township of Milford

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve one of the proposed contracts.

RECOMMENDATION: Interim City Manager Rod Cook has recommended acceptance of the contract proposed by SAFEbuilt Michigan, Inc.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the proposed contract with SAFEbuilt Michigan, Inc. to provide building inspection services to the City of South Lyon.

03/24/14



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SOUTH LYON, MI
AND SAFEbuilt MICHIGAN, INC.**

This Agreement for Professional Services ("Agreement") is entered into by and between the City of South Lyon, a Michigan municipal corporation, 335 S. Warren Street, South Lyon, Michigan 48178, ("City") and SAFEbuilt Michigan, Inc., ("SAFEbuilt"), licensed to do business in the State of Michigan, whose address is 500 West Big Beaver Road, Troy, Michigan 48083. City and SAFEbuilt are individually referred to as a "Party" and may be collectively referenced as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City has the responsibility under State laws and City Ordinance to adopt and enforce certain building codes and other ordinances, conduct inspections, review building plans, and conduct other professional services as described in this Agreement; and

WHEREAS, the City of South Lyon and the City of Novi had entered into an Intergovernmental Agreement for Building Inspection Services under which the City of Novi, through its Building Department and personnel, provided to the City of South Lyon building inspection and other construction code-related services;

WHEREAS, the City of Novi notified the City of South Lyon that it could no longer continued to provide the building inspection and other code-related services to the City of South Lyon and provided notice of termination of the Intergovernmental Agreement effective March 28, 2014;

WHEREAS, the City of South Lyon desires to enter into an agreement with an entity under which the entity will provide the same building inspection and other code-related services to the City of South Lyon as were provided by the City of Novi;

WHEREAS, SAFEbuilt has represented to the City of South Lyon that is has substantial knowledge and experience in the interpretation and application of the City of South Lyon's adopted Code of Ordinances with regard to various building construction, including but not limited to, the inspection of buildings to determine compliance with Federal and State laws and City ordinances, which include building codes, the review of building plans and other building code services.

WHEREAS, SAFEbuilt represents that SAFEbuilt has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, SAFEbuilt has represented that it is capable of providing and desires to provide to the City of South Lyon the same building inspection and code-related services previously provided to South Lyon by the City of Novi;

WHEREAS, the City desires to engage SAFEbuilt to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 AGREEMENT

1.1 References to "SAFEbuilt" shall include any employees of SAFEbuilt, its contractors, subcontractors, or independent contractors.

- 1.2 References to the "City Manager" shall mean the City Manager for the City of South Lyon or his or her designee.

2.0 SERVICES

- 2.1 Services. As directed by and under the supervision of the City Manager, SAFEbuilt agrees to and shall provide the City with the services described in **Exhibit A - Scope of Services**, which generally include, but are not limited to, building official services, plan review services, inspection services, disaster and emergency response services, and reporting, using qualified and licensed professionals, and SAFEbuilt will perform services in accordance with the State of Michigan adopted codes and City adopted amendments and ordinances.
- 2.2 Building Official. SAFEbuilt shall employ one qualified and licensed individual who will be designated as an independent contractor for the City to perform the responsibilities of the City Building Code Official ("Building Official") as allowed by State of Michigan Public Act 103 of 2012. The City shall not have any obligation to compensate the Building Official in any way and all compensation, fringe benefits, including retirement programs and insurance, and training shall be provided by SAFEbuilt. The City shall have the sole discretion to approve or disapprove of any individual selected by SAFEbuilt to perform the services required under this Agreement, which discretion the City may exercise at any time throughout the term of this Agreement, with or without cause.
- 2.3 Changes to Services. The City may request a change or changes in the Services. Any changes to Services that are mutually agreed upon between the City and SAFEbuilt shall be made in writing which shall specifically designate any changes in compensation for the Services and be made an amendment to the Agreement after approval by City Council. To be effective, any changes must be mutually approved by SAFEbuilt and City Council, and signed by SAFEbuilt and the Mayor and City Clerk.
- 2.4 Commencement of Services. Following execution of this Agreement by both Parties, on the Effective Date, SAFEbuilt shall be authorized to commence performance of the Services subject to the requirements and limitations on compensation as provided in Section 3 of this Agreement.
- 2.5 Transition Period. Prior to the Effective Date, SAFEbuilt agrees to attend transition training and meetings provided by the City at no charge to the City. The purpose of this transition period is to allow SAFEbuilt to do what is necessary to become fully functional for the performance of Services under this Agreement as soon as possible. During the transition period, SAFEbuilt may: i) review current permits and projects pending; ii) meet with City staff and other departments and review current staff procedures and policies; iii) meet with the City's former building services provider; and iv) take other actions that are mutually acceptable to both Parties to ensure a smooth transition and ensure that SAFEbuilt can provide Services on March 28, 2014.

3.0 COMPENSATION

- 3.1 Compensation for Services. In consideration of SAFEbuilt providing Services, the City shall pay SAFEbuilt in accordance with **Exhibit B - Fee Schedule for Services**.
- 3.2 Hourly Fees. Where the compensation to be paid to SAFEbuilt for a specific services is not provided for in **Exhibit B - Fee Schedule for Services**, or if SAFEbuilt is requested or required by the City to perform any service not included in **Exhibit A - Scope of Services**, the City shall be responsible for the hourly rate listed in **Exhibit B** (\$85.00 per hour) unless otherwise agreed upon in writing by the Parties as provided for in this Agreement. All compensation, fees, and hourly rates includes pay rate, overhead, profit, travel necessary to perform the Service or task and all other costs to SAFEbuilt.

3.3 Collection of Fees. The City, through its Building Department, shall collect Building Department and other applicable fees on behalf of the City as authorized by the City Council.

3.3.1 No Reimbursable Expenses. No "reimbursable expenses" or other fee, cost, charge, or fee for the value or expense of any materials, goods, travel, mileage, depreciation, or other item related to the performance of the Services shall be paid by the City. Any cost, charge, fee, or expense incurred by SAFEbuilt in the performance of the Services shall be deemed a non-reimbursable cost and shall be borne by SAFEbuilt and shall not be billed or invoiced to the City and shall not be paid by the City.

3.3.2 Free or Reduced Cost Services. The Parties recognize and understand that the City is or may be required by law to waive inspection fees on a limited number of projects during a calendar year or may, at its discretion, waive or reduce inspection fees for certain projects that provide a substantial and direct public benefit (e.g., City owned buildings, inspection related to court cases or following up services directed by a court of law). The City shall notify SAFEbuilt of such circumstance(s) at the earliest opportunity and the City may request SAFEbuilt to perform building and inspection services at no cost or at a reduced cost.

3.3.3 Increases in Compensation or Addition of Reimbursable Expenses. Any increases or modification of compensation or the addition of a reimbursable expense(s) shall be subject to written amendment of this Agreement approved by City Council and executed by both Parties.

3.4 Payment Processing. SAFEbuilt shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall be submitted by the 15th of each month unless otherwise approved by this Agreement or in writing by the City. All invoices shall contain sufficient information and supporting documentation to account for all SAFEbuilt time or other appropriate measure(s) of work or effort for the Services during the stated period of the invoice. The City shall have thirty (30) days from receipt of the invoice to issue payment to SAFEbuilt's corporate offices at: SAFEbuilt; 3755 Precision Drive, Suite 140; Loveland, CO 80538, unless there is a dispute as to the amount due and owing. If there is a dispute, the parties shall use the procedures set out in paragraph 3.5.

3.5 City's Dispute of Invoices and Amount of Payment. The City may request, in writing, additional information and/or documentation from SAFEbuilt substantiating any and all compensation sought by SAFEbuilt before approving any invoice for payment. If the City disputes an item or invoice and additional information is requested, the City shall pay SAFEbuilt within thirty (30) days of approval of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to SAFEbuilt or designee of SAFEbuilt or upon deposit of such payment in the U.S. Mail, postage pre-paid, addressed to SAFEbuilt.

4.0 GENERAL RESPONSIBILITIES

4.1 Responsibility for Outstanding Permits. SAFEbuilt shall be responsible for providing Services relating to all Building Department permits issued by the City prior to and after the Effective Date of this Agreement.

4.2 The City may supply SAFEbuilt with individual identification badges ("ID badges") for the particular SAFEbuilt employee(s) assigned and accepted by the City to perform the services under this Agreement. The City shall have the discretion to determine the type, size and design for the ID badges. SAFEbuilt shall require that the employee(s) have the ID badges visible to the

public at all times while performing services under this Agreement. Lost ID badges shall be immediately reported to the City Manager.

- 4.3 SAFEbuilt shall provide to the City the work telephone numbers of all employees, including any mobile telephones that will be used while performing services under this Agreement.
- 4.4 The City shall provide copies and amendments of the City Code of Ordinances, street maps or other relevant City-specific materials to SAFEbuilt. These Code of Ordinances, street maps and all other materials shall remain the property of the City and shall be returned to the City at the termination of this Agreement. SAFEbuilt shall have knowledge of and provide copies of all federal and state Codes, manuals, etc. SAFEbuilt shall become familiar with the applicable codes and any unusual applications of those codes to City issues. SAFEbuilt is obligated to affirmatively request from the City such information that SAFEbuilt, based on SAFEbuilt's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services under this Agreement.
- 4.5 SAFEbuilt shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to SAFEbuilt's performance that are not addressed by the Agreement.
- 4.6 SAFEbuilt shall employ a sufficient number of employees sufficiently experienced and knowledgeable to perform the Services in a timely and prompt manner and such employees shall at all times act in a professional, polite, and courteous manner to all persons regardless of the circumstances.
- 4.7 SAFEbuilt shall not allow employees, contractors, subcontractors or independent contractors that are convicted of specific crimes to do work in the City. Those crimes include, but are not limited to, fraud, theft, criminal sexual conduct, assaultive or violent behavior, serious moral turpitude, gambling, prostitution, weapons violations, tax evasion, controlled substances, or excessive use of alcohol. SAFEbuilt shall certify, that the employees, contractors, subcontractors or independent contractors have not been convicted of these specific crimes.
- 4.8 SAFEbuilt shall promptly comply with any written City requests for the City or any of its duly authorized representatives to reasonably access and review any books, documents, and papers, other than SAFEbuilt's financial records, that are pertinent to SAFEbuilt's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.
- 4.9 SAFEbuilt shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 4.10 SAFEbuilt shall be responsible, at SAFEbuilt's expense, for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement. SAFEbuilt shall supply copies to the City of appropriate licenses and permits for any individual performing Services under this Agreement.
- 4.11 If requested by the City, and at no cost to the City, SAFEbuilt shall make the appropriate employees, contractors, subcontractors, and independent contractors available for court proceeding, as witnesses, expert witnesses or otherwise, instituted by or involving the City in either criminal or civil matters which involve services performed under this Agreement, including but not limited to, appearances at pre-trials, bench trials, jury trial and at all other times requested by the City,
- 4.12 SAFEbuilt shall, at no cost to the City, make the appropriate employee, contractor, subcontractor, and independent contractor available for consultation with the City Manager and

the City Attorney, or their designees, to discuss issues regarding litigation and/or matters of interest to City Council or the public.

5.0 PERFORMANCE STANDARDS

- 5.1 In performing the Services, SAFEbuilt shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services in the State of Michigan. SAFEbuilt represents to the City that SAFEbuilt is, and its employees performing such Services are, properly licensed and/or registered within the State of Michigan for the performance of the Services (if licensure and/or registration is required by applicable law) and that SAFEbuilt and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.
- 5.2 SAFEbuilt shall inform the City Manager of all oral complaints and submit a copy of all written complaints it receives from third parties against any employee, contractor, subcontractor or independent contractor of SAFEbuilt to the City Manager and inform the City Manager of any responses to the complaint or of any actions taken. Notification shall be made to the City Manager within twenty-four (24) hours of receipt of the oral or written complaint.
- 5.3 The Parties mutually agree that SAFEbuilt's actions reflect on the reputation of the City. It is imperative to the City that SAFEbuilt treats the City and the public with the utmost fairness and respect. SAFEbuilt shall strictly comply with all the terms and conditions set out in this Agreement.

6.0 MISCELLANEOUS INVENTORY & SUPPLIES

- 6.1 SAFEbuilt shall supply all of its own vehicles, vehicle expenses, fuel, and insurance. Any time SAFEbuilt uses the name "City of South Lyon" or the City logo on letterhead, documents, envelopes, business cards, or other printed materials, it should also include a SAFEbuilt designation approved by the City.

7.0 TERM AND TERMINATION

- 7.1 Term. This Agreement shall be effective on March 28, 2014, (the "Effective Date") and shall terminate on March 27, 2015. At the end of the one-year (1) year period, and upon mutual agreement of the Parties as approved by City Council and SAFEbuilt, this Agreement may be renewed for up to a two (2) year period. This Agreement may also be terminated as provided for in Section 7.3.
- 7.2 Continuing Services Required. SAFEbuilt shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. SAFEbuilt shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct SAFEbuilt's services.
- 7.3 Termination. This Agreement may be terminated at any time by either Party for any or no reason upon written notice delivered at least thirty (30) days prior to termination. In the event either Party exercises the right of termination provided for in this Section 7.3:
- 7.3.1 Unless directed otherwise by the City, SAFEbuilt, shall continue performing work and the required services under this Agreement during the thirty (30) day period prior to termination; and
 - 7.3.2 All finished or unfinished documents, data, studies and reports prepared by SAFEbuilt pursuant to this Agreement shall be delivered by SAFEbuilt to the City and shall become the property of the City; and

- 7.3.3 **SAFEbuilt shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to SAFEbuilt's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by this section. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to SAFEbuilt shall be submitted to or accepted by the City.**

7.4 Termination for Non-Performance. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 7.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for nonperformance, SAFEbuilt shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to SAFEbuilt shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section, nothing in this Section shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

8.0 INSURANCE

8.1 Insurance Generally. SAFEbuilt, its employees, contractors, subcontractors, and independent contractors, shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the amounts specified as follows ("Required Insurance"):

☒ Certificates of insurance shall be provided to the City prior to the commencement of any work under this Agreement. The City, its elected and appointed officials, employees, volunteers and bodies, shall be added as additional insured's on the insurance coverage.

☒ Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollar (\$500,000) disease - policy limit, and one hundred thousand dollars (\$100,000) disease - each employee.

☒ Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Corporations, an Annual Contract Aggregate Limit endorsement, and products and completed operations. The policy shall be endorsed to include the City, all elected and appointed officials, all employees and volunteers, councils, commissions and/or authorities and their board members, employees, and volunteers as additional insured. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars (\$1,000,000) each

occurrence with respect to each of SAFEbuilt's owned, hired and non-owned vehicles assigned to or used in performance of the Services. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, councils, officers, employees, volunteers and agents shall be named as additional insured parties.

☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such insurance shall be maintained for three (3) years following completion of services under this agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

☒ Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of South Lyon, Attn.: City Manager, 335 S. Warren Street, , South Lyon, Michigan 48393 in writing from SAFEbuilt and the insurance carrier.

8.2 Additional Insurance Requirements. In addition to specific requirements imposed on insurance by this Section 8 and its subsections, insurance shall conform to all of the following:

8.2.1 Insurance carried or obtained by the City, its councils, commissions and boards, its officers, elected officials, or its employees shall be in excess of an not contributory insurance to that provided by SAFEbuilt; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement or the Services. SAFEbuilt shall not be an insured party for any City-obtained insurance policy or coverage.

8.2.2 SAFEbuilt shall be solely responsible for any deductible losses for Required Insurance.

8.2.3 No insurance policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

8.3 Failure to Obtain or Maintain Insurance. SAFEbuilt's failure to obtain and continuously maintain insurance policies in accordance with this Section 8 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demand, or other obligations of SAFEbuilt arising from performance or non-performance of this Agreement. Failure on the part of SAFEbuilt to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by SAFEbuilt to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to SAFEbuilt from the City pursuant to this Agreement.

8.4 Insurance Certificates. Prior to commencement of the Services, SAFEbuilt shall submit to the City certificates of insurance for all Required Insurance. All insurance will be placed with an insurance company acceptable to the City.

9.0 OWNERSHIP OF DOCUMENTS

- 9.1 Any work product, materials, and documents produced by SAFEbuilt pursuant to this Agreement shall be and remain the property of the City and shall not be made subject to any copyright unless authorized by the City. SAFEbuilt hereby assigns to the City the copyright to all works prepared, developed, or created pursuant to the Services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. SAFEbuilt waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

Other materials, methodology and proprietary work used or provided by SAFEbuilt to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by SAFEbuilt and SAFEbuilt reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Michigan Freedom of Information Act (FOIA), MCL 15.231 et. seq., or any Federal open records act, to the extent that such statutes apply; or (3) pursuant to law, regulation, or court order. SAFEbuilt waives any right to prevent its name from being used in connection with the Services.

- 9.2 The City is responsible for responses to FOIA requests and SAFEbuilt shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, SAFEbuilt shall immediately give that request to the City Clerk. SAFEbuilt shall provide specific information requested by the City for response to the FOIA request by the date and time requested by the City Clerk or in a specific format is so requested by the City Clerk.
- 9.3 If SAFEbuilt receives a claim for damages, a Summons or Complaint, a subpoena or other document concerning a request for money damages, a threat of a law suit, or any court action proceeding relating to the City, this Agreement, or any services performed under this Agreement, SAFEbuilt shall immediately hand deliver these documents to the City Clerk.

10.0 INDEPENDENT CONTRACTOR

- 10.1 SAFEbuilt shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for SAFEbuilt or SAFEbuilt's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

11.0 CONFLICT OF INTEREST

- 11.1 SAFEbuilt shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for SAFEbuilt with regard to providing the Services pursuant to this Agreement. SAFEbuilt shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided under the City Charter, City Code of Ordinance, state or federal statute, case law or ethical principles.

12.0 REMEDIES

12.1 In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if SAFEbuilt substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by SAFEbuilt. The remedial actions include:

- 12.1.1 Suspend SAFEbuilt's performance pending necessary corrective action as specified by the City without SAFEbuilt's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- 12.1.2 Withhold payment to SAFEbuilt until the necessary services or corrections in performance are satisfactorily completed; and/or
- 12.1.3 Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by SAFEbuilt, cannot be performed, or if performed would be of no value to the City; and/or
- 12.1.4 Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

13.0 MISCELLANEOUS PROVISIONS

13.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Commission or by a person expressly authorized to sign such waiver by resolution of the City Commission of the City and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

13.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et. seq.

13.3 Affirmative Action. SAFEbuilt will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. SAFEbuilt will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13.4 Discrimination & ADA Compliance. SAFEbuilt will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SAFEbuilt agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws. SAFEbuilt shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other

applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

- 13.5 Prohibition Against Employing Illegal Aliens. SAFEbuilt shall not knowingly employ or contract with an illegal alien to perform work under this contract and will verify immigration status to confirm employment eligibility. SAFEbuilt shall not enter into a contract with a subcontractor that fails to certify to the SAFEbuilt that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. SAFEbuilt is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. SAFEbuilt is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. SAFEbuilt's federal work authorization user identification number is 254821; authorization date of September 23, 2009.
- 13.6 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns.
- 13.7 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, Sub-consultant or subcontractor of SAFEbuilt. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 13.8 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Michigan. Venue for any action arising under this Agreement shall be in Oakland County, Michigan. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 13.9 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 13.10 No Assignment. Neither Party shall assign all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement to another entity without written approval of both Parties.
- 13.11 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 13.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and SAFEbuilt and supersedes all prior negotiations, representations, or agreements, either written or oral, unless specified herein. Any amendments to this must be in writing and be signed by both the City and SAFEbuilt.
- 13.13 Severability. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 13.14 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

- 13.15 Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:	If to SAFEbuilt:
Rod Cook, Interim City Manager City of South Lyon 335 S. Warren Street South Lyon, MI 48178	David Thomsen, Vice President SAFEbuilt, Inc. 3755 Precision Drive, Suite 140 Loveland, CO 80538
With Copy to:	
Timothy S. Wilhelm Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250, Farmington Hills, Michigan 48331 Farmington Hills, MI 48331	

14.0 SPECIAL PROVISIONS

- 14.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, SAFEbuilt shall be liable for and agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, councils, commissions, boards, employees and volunteers and others working on behalf of the City, from and against any and all claims, demands, suits, costs (including reasonable legal costs and attorney fees), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by any error or omission or the negligence or breach of duty of SAFEbuilt or any officer, employee, representative, or agent of SAFEbuilt, or its contractors, subcontractors or independent contractors. If either Party becomes aware of any incident likely to give rise to a claim, it shall notify the other and both parties shall cooperate fully in investigating the incident.

- 14.2 Force Majeure. Neither SAFEbuilt nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

- 14.3 Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and SAFEbuilt and bind their respective entities.

THIS AGREEMENT is executed and made effective as provided above.

City of South Lyon

SAFEbuilt Michigan, Inc.

By: _____
Tedd M. Wallace, Mayor

Date: _____

Witness

Printed Name:

By: _____
Lisa Deaton, Clerk

Date: _____

Witness

Printed Name:

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A – SCOPE OF SERVICES

1. SCOPE OF SERVICES

Plan Review Services

SAFEbuilt's ACT 54 registered plans examiners provide consistent plan review services in accordance with State codes and local ordinances. The Plans Examiner will be a resource to applicants on submittal requirements and be available to them throughout the process. They will work with other City departments and trade reviewers on the concurrent review process and be available for pre-submittal meetings. They are, of course, a resource for other members of the team as well and will provide support in the field.

Our building plan review services include the following:

- ✓ Our inspector(s) will pick up and drop off plans on days that we are there to perform inspections or as needed or requested
- ✓ Our examiners will determine type of construction, use, and occupancy classification and review plans to determine that they comply with applicable codes and ordinances using ACT 54 registered examiners in the appropriate discipline.
- ✓ We will work with applicants on submittal requirements and provide timely feedback to jurisdiction staff to keep plan review process on schedule. Furthermore, we will coordinate plan review tracking, reporting, and interaction with applicable departments.
- ✓ Experienced plan examiners will interpret legal requirements and recommend compliance procedures as well as address any issues by comment and corrections in writing.
- ✓ We will meet or exceed agreed upon plan review turnaround times and return a set of finalized plans and all supporting documentation.
- ✓ Our ongoing support includes review of all revisions and we will be available to the applicant after the review is completed.
- ✓ Plot plan reviews for single family residences/homes (but not site plan review for non-residential developments)

At the City's request, SAFEbuilt can also perform fire code, alarm, sprinkler, fire access, and hazmat storage plan review services.

Inspection Services

This team of customer-oriented professionals recognizes that an educational, informative approach is the most effective way to improve the customer's experience. They will provide on-site inspections and consultations to citizens and contractors as part of their responsibility. They will also be a resource to other departments and provide feedback on issues that have been highlighted as important in the community.

With regard to Building Inspection Services we will:

- ✓ Perform consistent code compliant building inspections with ACT 54 registered staff to determine that construction activity complies with approved plans and/or applicable codes and ordinances.
- ✓ Meet or exceed agreed upon performance metrics regarding inspections.
- ✓ Provide training for our inspectors on South Lyon specific codes and amendments, we will also provide onsite inspection consultations to citizens and contractors.
- ✓ Identify and document any areas of non-compliance and suggest alternate means and leave a copy of the inspection ticket.
- ✓ Issue stop-work notices for non-conforming activities – as directed by Building Official and subject to City Manager review
- ✓ Report results of inspections and other services in a timely manner
- ✓ Commercial Certificate of Occupancy inspections

With regard to Occupancy Inspections we will:

SAFEbuilt will provide occupancy inspection services on an as needed basis in compliance with City of South Lyon ordinances. As requested we will:

- ✓ Verify occupancy compliance for new and existing businesses as per ordinance
- ✓ Provide customized service, based on ordinance and/or occupancy checklist
- ✓ Provide a clear and detailed list of violations
- ✓ Provide City of South Lyon with Letter of Compliance

With regard to Fire Inspections we will:

- ✓ Provide fire code, sprinkler, alarm system, fire access, and hazmat storage inspections
- ✓ Provide on-site inspection consultations

With regard to Property Maintenance, Zoning, and Building Code Complaint Inspections we will:

- ✓ Perform these inspections only on as needed basis with a mutually agreed upon written document defining number of hours authorized, amount authorized and scope of services.

With regard to Electrical, Plumbing, Mechanical and Rental Inspections we will:

- ✓ Not perform any of these inspections at the current time as the City of South Lyon has resources available for these services

Building Official Services

The SAFEbuilt employee designated to be the City's Building Official will be the primary point of contact for South Lyon.

Building Official Services include the following:

- ✓ Designate a SAFEbuilt employee to serve as the City's Building Official
- ✓ The Building Official will work with department managers to manage and coordinate department activities, staff, performance issues, and ensure we are acting as a seamless extension of your own staff
- ✓ We will review documentation for compliance with state and local requirements and be available for consultations to highlight building code requirements that could affect projects and recommend local ordinances as they relate to building codes.
- ✓ As the technical lead in the office, they will be a resource for other team members, applicants, and you to help guide people through the complexities of the codes. They will closely monitor changes to the codes and any state or local requirements and determine how they may impact projects in the area.
- ✓ We will provide back-up for building department team members as needed – at no charge.
- ✓ We will attend staff, board, and council meetings upon your request
- ✓ The Building Official will oversee our quality assurance program in the office

Disaster and Emergency Response Services

In cases of natural disaster, SAFEbuilt will provide emergency disaster response. This response will consist of a rapid assessment of the structural integrity of damaged buildings using appropriate forms. The purpose of these evaluations is to determine whether damaged or potentially damaged buildings are safe for use, or if entry should be restricted or prohibited. SAFEbuilt will post the structure with the appropriate placard and coordinate any disaster or emergency response with the appropriate local, state or federal agency. SAFEbuilt will track all hours and expenses for reimbursement from federal agencies if appropriate.

Miscellaneous Services

- ✓ Attend City Council, Planning Commission, Zoning Board of Appeals, Construction Board of Appeals meetings, upon request.
- ✓ Pre-submittal consultations and meetings

- ✓ Consultations and meetings with permit holders
- ✓ Address and respond to inquiries related to Building Department processes, permits, approvals
- ✓ Annual or other periodic reporting

Roles and Responsibilities

It is our understanding at this time, that South Lyon will provide the following:

- ✓ All trade inspections, fire reviews and inspections, and plan review along with rental inspections
- ✓ Front counter staffing – although SAFEbuilt can provide back up support if needed
- ✓ Scheduling of inspections, provide site location, inspection type being requested, and tracking of permits
- ✓ All mailing, meeting space, and clerical support for building department related meetings
- ✓ Monitor Soil Erosion and Sedimentation Control administration, permitting and inspections by Oakland County
- ✓ Necessary forms needed to conduct plan reviews, issue permits and maintain permit and project files

Reporting

We will work with South Lyon to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. TIME OF PERFORMANCE

SAFEbuilt will perform Services commencing upon execution of the agreement. All Services will be performed during normal business hours (8:00 a.m. – 5:00 p.m., Monday-Friday; excluding Municipal holidays).

Deliverable	Detail	Benefit to South Lyon
NEXT-DAY INSPECTIONS	We will perform 100% of all inspections called in by 4:00pm the next business day.	This gives contractors confidence that their projects can remain on schedule and is reported against regularly.
PRE-SUBMITTAL MEETINGS	We offer pre-submittal meetings to applicants for large projects.	This is a great tool to get large projects kicked off properly and saves time and effort further down the process.
PLAN REVIEW TURNAROUND TIMES	We will meet our commitment on plan review turn-around times 100% of the time. We will provide first comments on single-family projects within 5 business days, multi-family projects within 10 days, small commercial projects (under \$2M in valuation) in 10 days, and large commercial projects within 15 working days.	Meetings these deadlines will require cooperation with other departments and agencies, but is integral to keeping applicants happy and their schedules on track. We regularly report against this metric.
APPLICANT SATISFACTION	We will put a survey in place that allows applicants to provide feedback on their experience throughout the process.	This provides excellent insight into what is working well and what we can do better going forward. We will report on the results of this feedback regularly.

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. COMPENSATION FEE STRUCTURE

SAFEbuilt compensation and fees for Services provided pursuant to this Agreement will be as follows:

SAFEbuilt's fees are all inclusive with no separate billing for wages/benefits, mileage, vehicle expense, materials, travel time and disbursements, such as copying, telephone rates, and courier services.

Services	Percentage of Fees
Building Inspection Services	75% of building permit fee –issued after effective date of this Agreement
Building Plan Review Services	75% of building plan review fee – issued after effective date of this Agreement
Existing permits – issued prior to 3/31/14	Inspections - \$35 per inspection Plan Review - \$75 an hour for revisions to approved plans
Commercial Certificate of Occupancy Inspection Services	\$50 per inspection \$50 per half hour for follow-up inspections
Property Maintenance, Zoning, and Building Code Compliant Inspection Services	\$100 per hour <ul style="list-style-type: none"> – minimum charge of \$50 per property – South Lyon to send SAFEbuilt a written request, if possible, with details of request.
Building Official Services	\$85 per hour – minimum charge of ½ hour.
Fire Plan Review and Inspection Services	\$85 per hour – minimum charge of ½ hour
Meetings – type and frequency to be mutually agreed upon	SAFEbuilt will attend 1 evening meeting (e.g. Zoning Board of Appeals meetings) per month at no charge – any meetings over that number will be billed at \$85 an hour with a one hour minimum. SAFEbuilt will not charge for pre-submittal meetings with applicants

2. INVOICE MILESTONES

It is our standard practice to invoice monthly and our terms are Net 30. Our billing will include all supporting documentation.



CHARTER TOWNSHIP OF MILFORD
Oakland County

March 20, 2014

Rod Cook, City Manager
City of South Lyon
335 South Warren
South Lyon, MI 48178

RE: Intergovernmental Agreement for Building Inspection Services

Dear Rod,

Milford Township will be operating under the City of South Lyon's permit fees as delineated on the attached City of South Lyon fee schedule dated January 25, 2010 for all inspections performed by our Building Official.

In addition, a mileage charge will be assessed, calculated on a home port to home port basis. This charge will be on the standard IRS amount approved at the time of service. The current rate is \$0.565 cents per mile.

Sincerely,


Donald D. Green
Supervisor

Donald D. Green, Supervisor
Holly Brandt, Clerk
Cynthia Dagenhardt, Treasurer

Randal K. Busick, Trustee
Brien R. Worrell, Trustee
William E. Mazzara, Trustee
Dale R. Wiltse, Trustee

**INTERGOVERNMENTAL AGREEMENT
FOR BUILDING INSPECTION SERVICES**

CHARTER TOWNSHIP OF MILFORD – CITY OF SOUTH LYON

This Agreement is between the **CHARTER TOWNSHIP OF MILFORD** (“Township”), a Michigan municipal corporation, whose address is 1100 Atlantic, Milford, Michigan 48381 and the **CITY OF SOUTH LYON** (“South Lyon”), a Michigan municipal corporation, whose address is 335 South Warren, South Lyon, Michigan 48178.

RECITAL OF FACTS

WHEREAS, under the Urban Cooperation Act, PA 7 of 1967, as amended, municipalities are authorized to enter into interlocal agreements for the joint performance of various governmental functions by public agencies; and

WHEREAS, under the Stille-Derossett-Hale Single State Construction Code Act, Act 230 of 1972, Section 8b(2), governmental subdivisions are permitted to “provide by agreement for joint enforcement of this act”; and

WHEREAS, South Lyon requires the services of qualified building inspectors for the performance of routine building plan reviews, inspections, and certain enforcement activities within the City of South Lyon, and also requires the services of an individual to act as Building Official for South Lyon; and

WHEREAS, the Township employs construction code inspectors registered in compliance with the requirements of the Building Officials and Inspectors Registration Act, Act 54 of 1986, as amended; and

WHEREAS, the Township has a sufficient number of inspectors to allow it to assign inspectors to perform inspections within South Lyon and to provide services necessary to act as the Building Official for South Lyon, which services shall be performed during scheduled Township work time and using Township resources; and

WHEREAS, the Township and South Lyon desire to set forth in writing the terms and conditions upon which the Township will provide building inspection and other construction code related services to South Lyon, including the compensation to be paid to Milford Township for such services:

NOW THEREFORE, the parties agree that the Township shall provide building inspectors to perform the construction inspection and related services for South Lyon, and will provide an individual to act as Building Official for South Lyon, in accordance with the following terms and conditions:

1. General Scope of Services.

A. For and in consideration of payment by South Lyon as provided in this Agreement, the Township shall perform the services described herein and in Exhibit A, attached and incorporated hereto, on an as-needed and as-requested basis, in a manner consistent with that degree of care and skill ordinarily exercised by inspectors currently practicing under similar circumstances.

B. The individual(s) assigned by the Township to perform reviews, inspections and other activities required under this Agreement shall do so in a confident, efficient, timely, good and workmanlike manner and in compliance with the following:

- (1) All code inspectors shall be registered under the Building Officials and Inspectors Registration Act, as amended; and
- (2) All code inspectors shall carry and display the written credentials and proof that the Township provides the inspector with his or her appointment and position.

2. Term of Agreement.

The term of this Agreement shall be ___ years, beginning on _____, and ending on _____. Either party may terminate this Agreement for any reason upon forty-five (45) days' written notice to the other party. Either party may terminate this Agreement upon seven (7) days' written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

3. Payment for Services.

A. For services set forth in the attached and incorporated Exhibit B, "City of South Lyon Building Permit Fee Schedule", South Lyon shall pay the Township seventy-five percent (75%) of the review and inspection fees assessed by South Lyon.

B. For Commercial Certificate of Occupancy Inspections, the Township shall perform inspections at the cost of \$50.00 per inspection, and \$50.00 per 0.5 hour for follow-up inspections.

C. For Property Maintenance, Zoning and Building Code Complaint Inspections, and attendance at requested meetings of the Zoning Board of Appeals, Planning Commission and South Lyon City Council, the Township shall perform inspections and attend meetings at a rate of \$100.00 per hour, with a minimum charger of 0.5 hours per property. South Lyon shall provide the Township with a written request for inspection which sets forth the authorized number of hours and clearly defines costs and expectations. South Lyon recognizes that in some instances the Township may not be capable of completing the inspection within the time originally allotted. In such circumstances the Township will notify South Lyon and cease work until authorized to continue.

D. South Lyon agrees to use all appropriate efforts and means to collect the required fees in accordance with the attached Exhibit B, but shall pay the Township the fees due for services rendered regardless of whether they are collected.

E. The Township shall invoice South Lyon on a monthly basis for services rendered. Invoices shall be generated on the basis of records of activities maintained by South Lyon and verified by the Township. Payment shall be made within thirty (30) calendar days of the time of receipt of invoice from the Township. If payments become delinquent, the Township may suspend further services until payments are made current.

4. Liability.

South Lyon acknowledges that the Township is performing a valuable and essential governmental function for and on behalf of South Lyon. It is the intent of the parties that in performing the inspection and related services under this Agreement, the Township has and shall retain governmental immunity as a governmental agency, and shall also have and receive any immunity conferred by virtue of the performance of the obligations that are by statute or otherwise the responsibility of South Lyon and for which it is immune. Neither party, its officers, officials, council members, employees, nor agents shall be liable for the intentional or negligent acts of the other party, its officers, officials, council members, employees, or agents. Each party shall indemnify and hold harmless the other party for such acts.

5. Insurance.

The individuals performing services under this Agreement shall be insured by the Township, which shall provide motor vehicle, worker's compensation, and general liability insurance under the Township's existing policies.

6. Entire Agreement.

This Agreement contains the entire agreement between the Township and South Lyon relating to services to be provided by the Township. Any prior agreements, promises and representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both the Township and South Lyon.

7. Severability.

Waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on the Township and South Lyon, unless the court's action or holding has the effect of frustrating the purpose of this Agreement.

8. Inspection.

All work performed by the Township shall be subject to review by South Lyon to assure compliance with this Agreement.

9. Notices.

Written notices under this Agreement shall be given to the parties at their addresses on page on by personal or registered mail delivery to the attention of the following persons:

Township: Donald Green, Township Supervisor, 1100 Atlantic, Milford, MI 48381

South Lyon:

10. Construction.

This Agreement shall be construed under the laws of the State of Michigan.

11. Authority.

The parties are authorized to enter into this Agreement by virtue of the provisions of the Urban Cooperation Act, Public Act 7 of 1967, and the Single State Construction Code Act, Public Act 230 of 1972.

12. No Third Party Beneficiaries.

Except as provided for the benefit of the parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation and/or any other right in favor of any other person or entity.

13. Reservation of Rights.

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.

14. Agreement Modifications or Amendments.

Any modifications, amendments, recessions, waivers or releases to this Agreement must be in writing and agreed to by the parties.

15. Approvals.

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 here.

IN THE PRESENCE OF:

**CITY OF SOUTH LYON
a Michigan Municipal Corporation**

By: _____
Tedd M. Wallace
Its: Mayor

By: _____
Lisa Deaton
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Tedd M. Wallace, the duly authorized Mayor of the City of South Lyon, and Lisa Deaton, the duly authorized Clerk of the City of South Lyon, on the _____ day of _____, 2014.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

**CHARTER TOWNSHIP OF MILFORD,
a Michigan municipal corporation**

By: _____
Donald Green
Its: Supervisor

By: _____
Holly Brandt, CMC
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Donald Green, the duly authorized Supervisor of the Charter Township of Milford, and Holly Brandt, CMC, the duly authorized Clerk of the Charter Township of Milford, on the _____ day of _____, 2014.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____

EXHIBIT A
SCOPE OF SERVICES

THE CHARTER TOWNSHIP OF MILFORD SHALL:

A. Provide building inspection services for construction-related activities, including all services, supplies, labor, material, and supervision necessary to review plans and building permit applications, authorize issuance of permits, and perform building inspections under the building code, rules and regulations, and also to perform such services under the plumbing, mechanical, electrical, fire alarm, and fire suppression codes, rules, and regulations as requested, for those services not requiring the expertise of a fire official, engineer or other professional. For purposes of this Scope of Services, the building code shall mean the State of Michigan Single State Construction Code as adopted by Public Act 230 of 1972, as amended.

B. Perform plot plan reviews for single-family homes (but not site plan review for non-residential developments).

C. Perform Commercial Certificate of Occupancy Inspections at the request of the City of South Lyon, consisting of the inspection of a business suite for safety, significant maintenance issues, work underway requiring permits and plumbing fixture counts. The Township shall record results on the pre-inspection checklist provided by South Lyon and forward to South Lyon staff for either the issuance of a Certificate of Occupancy, or the issuance of a correction letter.

D. Perform Property Maintenance, Zoning and Building Code Compliance Inspections upon the written request of South Lyon. Where the creation of correspondence is necessary as a result of the inspections, Township staff will create draft text to be forwarded to South Lyon for review, formatting and placement on South Lyon letterhead. Township staff will also attend requested meetings of the Zoning Board of Appeals, Planning Commission and City Council.

E. Pick up and drop off of permit and inspection documents from South Lyon City offices approximately 2 to 3 times each week, as needed or required, which service shall be compensated at the hourly inspection rate.

F. Provide representation for a reasonable number of project-related development and construction consultations at the Township offices, which consultations shall be compensated at the rate set forth in this Agreement for attendance at requested South Lyon meetings.

G. Provide support and representation at a maximum of (4) Construction Board of Appeals meetings or other meetings per year up a to maximum of (4) hours.

H. Maintain records of permits, applicants', inspections and enforcement actions for current projects.

I. Designate a qualified individual to act as Building Official for the City of South Lyon.

J. All individuals and code inspectors shall:

- (1) Comply with all the requirements of the Single State Construction Code Act, as amended, and all requirements of the codes for and under which he or she is providing inspections and related services to South Lyon.
- (2) Perform and report the results of inspections and other services required in the time and manner required by any directives that he or she may receive from South Lyon.
- (3) Not issue any enforcement action or stop work orders without the written authorization of South Lyon.

THE CITY OF SOUTH LYON SHALL:

A. Provide all necessary forms needed to conduct plan reviews, issue permits, and maintain comprehensive permit and project files, which may include the provision of necessary computer software.

B. Arrange and schedule inspections and provide site location, inspection type information, and permit tracking information.

C. Provide mailing, meeting space, and clerical/record keeping support for Construction Board of Appeals meetings.

D. Monitor Soil Erosion and Sedimentation Control administration, permitting and inspections that are the responsibility of Oakland County.

AGENDA NOTE

Old Business: Item #2

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Lloyd Collins

AGENDA TOPIC: Building Inspection Services Contract

EXPLANATION OF TOPIC: As of March 28, 2014, the City of Novi will no longer provide Building Inspection Services to the City of South Lyon. Two of the entities that were solicited to provide Building Inspection Services have submitted proposals that would meet the requirements of the City of South Lyon.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed contracts from: Safebuild Michigan, Inc.; Township of Milford; Copy of the current contract with City of Novi.

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve one of the proposed contracts.

RECOMMENDATION: Interim City Manager Rod Cook has recommended acceptance of the contract proposed by SAFEbuilt Michigan, Inc.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the proposed contract with SAFEbuilt Michigan, Inc. to provide building inspection services to the City of South Lyon.

03/24/14

S MARTIN@SOUTH LYON.MI

**INTERGOVERNMENTAL
AGREEMENT FOR BUILDING INSPECTION SERVICES**

City of Novi
and
City of South Lyon

This Agreement is between the City of Novi, a Michigan municipal corporation, ("Novi"), whose address is 45175 W Ten Mile Road, Novi, MI 48375, and the City of South Lyon, a Michigan municipal corporation, ("South Lyon"), whose address is 335 South Warren, South Lyon, MI 48178.

RECITALS:

WHEREAS, under the Urban Cooperation Act, PA 7 of 1967, as amended, municipalities are permitted to enter into intergovernmental agreements for the joint performance of various governmental functions by public agencies; and

WHEREAS, under the Single State Construction Code Act, Section 8b(2) (MCL 125.1808b(2)), governmental subdivisions are permitted to "provide by agreement for the joint enforcement of" the act,

WHEREAS, South Lyon requires the services of qualified building inspectors for the performance of routine building plan reviews, inspections, and certain enforcement activities within the City of South Lyon, and also needs the services of an individual to act as Building Official for South Lyon; and

WHEREAS, Novi employs construction code inspectors registered in compliance with the requirements of the Building Officials and Inspectors Registration Act, PA 54 of 1986, as amended, and

WHEREAS, Novi has a sufficient number of full-time and part-time inspectors to allow it to assign inspectors to perform inspections within South Lyon and to provide services necessary to act as the Building Official for the City of South Lyon; and

WHEREAS, Novi and South Lyon desire to set forth in writing the terms and conditions upon which Novi will provide building inspection and other construction code-related services to South Lyon, including the compensation to be paid to Novi for such services:

NOW, THEREFORE, THE PARTIES AGREE that Novi will provide building inspectors to perform the construction inspection and related services for South Lyon, and will provide an individual to act as Building Official for South Lyon. In accordance with the following terms and conditions:

1. General Scope of Services:

- a For and in consideration of payment by South Lyon as provided in this Agreement, Novi shall perform the services described herein and in Exhibit A (attached and incorporated) on an as-needed and as-requested basis, in a manner consistent with that degree of care and skill ordinarily exercised by inspectors currently practicing under similar circumstances.
- b. The individuals assigned by Novi to perform reviews, inspections, and other activities required under this Agreement within and on behalf of the City of South Lyon shall do so in a confident, efficient, timely, good, and workmanlike manner and in compliance with the following:
 - (1) All code inspectors shall be registered under the Building Officials and Inspectors Registration Act, as amended;
 - (2) All code inspectors shall carry and display the written credentials and proof that the City of Novi provides the inspector of his or her appointment and position;

2. Terms of Agreement:

The term of this Agreement shall be two (2) years, beginning on July 1, 2011 and ending on June 30, 2013. Either party may terminate this Agreement for any reason upon forty-five (45) days' written notice to the other party. Either party may terminate this Agreement upon 7 days' written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

3. Payment for Services:

- a For services set forth in the attached and incorporated Schedule B, South Lyon shall pay Novi 75% of the review and inspection fees assessed or imposed by South Lyon in accordance with the attached Schedule B, which is South Lyon's current fee schedule.
- b. For Commercial Certificate of Occupancy Inspections, Novi shall perform inspections at the cost of \$50.00 per inspection, and \$50.00 per ½ hour for follow-up inspections.

For Property Maintenance, Zoning and Building Code Complaint Inspections and attendance at requested meetings of the Zoning Board of Appeals, Planning Commission and City Council. Novi shall perform inspections and attend meetings at a rate of \$100.00 per hour with a minimum charge of ½ (0.5) hour per property. South Lyon shall send Novi a written request for inspection setting forth the number of hours authorized and clearly defining costs and expectations.

South Lyon agrees to use all appropriate efforts and means to collect the required fees in accordance with the schedule, but shall pay Novi the fees due for services rendered regardless of whether they are collected. Novi shall invoice South Lyon on a monthly basis for services rendered. Invoices shall be generated on the basis of records of activities maintained by South Lyon and verified by Novi. Payment shall be made within thirty (30) calendar days of the time of receipt of invoice from Novi. If payment is not maintained on a thirty (30) day current basis, Novi may suspend further performance until payments are current.

4. Liability:

South Lyon acknowledges that Novi is performing a valuable and essential governmental function for and on behalf of South Lyon. It is the intent of the parties that in performing the inspection and related services under this Agreement, Novi has and shall retain governmental immunity as a governmental agency, and shall also have and receive any immunity conferred by virtue of the performance of the obligations that are by statute or otherwise the responsibility of South Lyon and for which it is immune. Neither party, its officers, officials, council members, employees, or agents shall be liable for the intentional or negligent acts of the other party, its officers, officials, council members, employees, or agents. Each party shall indemnify and hold harmless the other party for such acts.

5. Insurance:

The individuals performing services under this Agreement shall be insured by the City of Novi, which shall provide motor vehicle, worker's compensation, and general liability insurance under Novi's existing policies.

6. Entire Agreement:

This Agreement contains the entire agreement between Novi and South Lyon relating to services to be provided by Novi. Any prior agreements, promises, negotiations, and representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Novi and South Lyon.

7. Severability:

Waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Novi and South Lyon, unless the court's action or holding has the effect of frustrating the purpose of this Agreement.

8. Inspection:

All work performed by Novi shall be subject to review by South Lyon to assure compliance with this Agreement.

9. Notices:

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City of Novi: Charles Boulard, Community Development Director and Maryanne Cornelius, Clerk.

South Lyon: David Murphy, City Manager

10. Construction:

This Agreement shall be construed under the laws of the State of Michigan.

11. Authority:

The parties are authorized to enter into this Agreement by virtue of the provisions of the Urban Cooperation Act, Public Act 7 of 1967, as amended, being MCL 124.501, *et seq.*, and the Single State Construction Code Act, Public Act 230 of 1972, being MCL 125.1501, *et seq.*

12. No Third Party Beneficiaries:

Except as provided for the benefit of the parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation and/or any other right in favor of any other person or entity.

13. Reservation of Rights:

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.

14. Agreement Modifications or Amendments:

Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by the parties.

15. Approvals:

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 here.

[Signatures on next page]

CITY OF NOVI

By

Dan B. Landry
Dan B. Landry, Mayor

B.

Maryanne M. Corneilus
Maryanne M. Corneilus, Clerk

Dated:

6-6-11

12484867054

CITY OF SOUTH LYON

By

John Wallace
John Wallace, Mayor

B.

Julie Zinke
Julie Zinke, Clerk

Dated:

6-8-11

EXHIBIT A**SCOPE OF SERVICES**

The City of Novi shall.

- A. Provide building inspection services for construction-related activities, including all services, supplies, labor, material, and supervision necessary to review plans and building permit applications, authorize issuance of permits, and perform building inspections under the building code, rules, and regulations, and also to perform such services under the plumbing, mechanical, electrical, fire alarm, and fire suppression codes, rules, and regulations as requested. For purposes of this Scope of Services, the building code shall mean the State of Michigan Single State Construction Code as adopted by Public Act 230 of 1972, as amended.
- B. Perform plot plan reviews for single-family homes (but not site plan review for non-residential developments).
- C. Perform Commercial Certificate of Occupancy Inspections at the request of the City of South Lyon, consisting of the inspection of a business suite for safety, significant maintenance issues, work underway requiring permits and plumbing fixture counts. Novi shall record results on the pre-inspection checklist and forward to South Lyon staff for either the issuance of a Certificate of Occupancy, or the issuance of a correction letter.
- D. Perform Property Maintenance, Zoning and Building Code Complaint Inspections upon the written request of the City of South Lyon. Where the creation of correspondence is necessary as a result of the inspections, Novi staff will create draft text to be forwarded to South Lyon for review, formatting and placement on South Lyon letterhead. Novi staff will also attend requested meetings of the Zoning Board of Appeals, Planning Commission and City Council.
- E. Pick up and drop off permit and inspection documents from South Lyon City offices approximately 2 to 3 times each week, as needed or required.
- F. Provide representation for a reasonable number of project-related development and construction consultations at the Novi City Hall location.
- G. Provide support and representation at a maximum of (4) Construction Board of Appeals meetings or other meetings per year up to maximum of four (4) hours.
- H. Maintain records of permits, applications, inspections, and enforcement actions for current projects.

- I. Designate a qualified individual to act as Building Official for the City of South Lyon.
- J. All individuals and code inspectors shall:
 - (1) Comply with all the requirements of the Single State Construction Code Act, as amended, and all requirements of the codes for and under which he or she is providing inspections and related services to South Lyon
 - (2) Perform and report the results of inspections and other services required in the time and manner required by any directives that he or she may receive from South Lyon
 - (3) Not issue any enforcement action or stop work orders without the written authorization by South Lyon, and

The City of South Lyon shall.

- A. Provide all necessary forms needed to conduct plan reviews, issue permits, and maintain comprehensive permit and project files.
- B. Arrange and schedule inspections and provide site location, inspection type information, and permit tracking information
- C. Provide mailing, meeting space, and clerical/record keeping support for Construction Board of Appeals meetings
- D. Monitor Soil Erosion and Sedimentation Control administration, permitting and inspections that are the responsibility of Oakland County.

01-30-'14 09:41 FROM-City of South Lyon

12484867054

T-100 P0008/0010 F-104

EXHIBIT B.

FEE SCHEDULE

(Attached)

CITY OF SOUTH LYON FEE SCHEDULE

Adopted by the City Council 1/25

BUILDING PERMITS

Cost of Construction		
	\$1-\$1,000	\$60
	\$1,001-\$2,000	\$75
	\$2,001-\$3,000	\$90
	\$3,001-\$4,000	\$105
	\$4,001-\$5,000	\$120
	\$5,001-\$6,000	\$135
	\$6,001-\$7,000	\$150
	\$7,001-\$8,000	\$165
	\$8,001-\$9,000	\$180
	\$9,001-\$10,000	\$195
	\$10,001-\$100,000	\$195+\$5 per \$1,000 over \$10,001
	\$100,001-\$500,000	\$645+\$5 per \$1,000 over \$100,001
	\$500,000 Plus	\$2645+\$5 per \$1,000 over \$500,000
Additional/Re-Inspection		\$35
Special or overtime inspection		\$45 per hour or fraction - minimum \$90
Starting work without permit		double fee
Zoning permit for structures not requiring a permit		\$50
Signs		
	Temporary (30 days)	\$20
	Permanent Sign	Same as Building Permit Fees
	Sandwich Board Sign	\$50 per calendar year
Demolition		\$50 + \$.05 per square foot
* Demolition permits may be issued only after applicant certifies that all utilities have been notified and disconnected		
Permit Cancellation		35% of Permit fee
Permit reactivation for abandoned permits		35% of original fee
Contractor License Registration		\$15
Cash Bond for new construction		\$500

*A plan review fee for any construction project over \$100,00 estimated cost of construction will be charged 15% of the permit fee

** The current ICC Building Valuation Data Report will be used to compute building permit fees if required

AGENDA NOTE

New Business: Item #1

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Lloyd Collins

AGENDA TOPIC: Blues, Brews, and Brats – Use of Whipple Street Lot

EXPLANATION OF TOPIC: The Chamber of Commerce is requesting permission to utilize the city-owned Whipple Street parking lot as the site of Blues, Brews, and Brats. The change in location from Lafayette Street to the Whipple Street lot would not require any road closure.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Block Party Application; Site Map; Insurance Certificate; Hold Harmless Statement

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the request for use of the city-owned lot.

RECOMMENDATION: Approve use of the Whipple Street parking lot for Blues, Brews, and Brats 2014.

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize the use of the Whipple Street parking lot by the South Lyon Area Chamber of Commerce for the 2014 Blues, Brews, and Brats event, subject to timely submission of an updated certificate of insurance.

03/24/14



SOUTH LYON POLICE DEPARTMENT

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

BLOCK PARTY APPLICATION

Date Application Submitted: 3/7/14 Requested Block-off Date: SATURDAY 7/12/2014
Applicant / Contact's Name: KIM THOMPSON PH #: 248.437.3257
Applicant Address: CHAMBER OF COMMERCE
127 N. LAFAYETTE, SOUTH LYON 48178
Block-off Time: 9am 7/12/14 Block-off removal Time: 1am 7/13/14
Street Names to be blocked off: WHIPPLE STREET PARKING LOT

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

PRIOR TO THE EVENT, THE CHAMBER WILL
DISTRIBUTE A FLYER TO BUSINESSES AND
RESIDENTS IN THE AREA IMMEDIATELY
SURROUNDING THE LOT (LAKE STREET,
WHIPPLE STREET, N. WARREN AND SECOND
STREET) TO ADVISE THEM OF THE DATE,
TIME AND NATURE OF THE EVENT. NO
ROAD CLOSURE REQUESTED.

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

Kim Thompson
Applicant's SIGNATURE

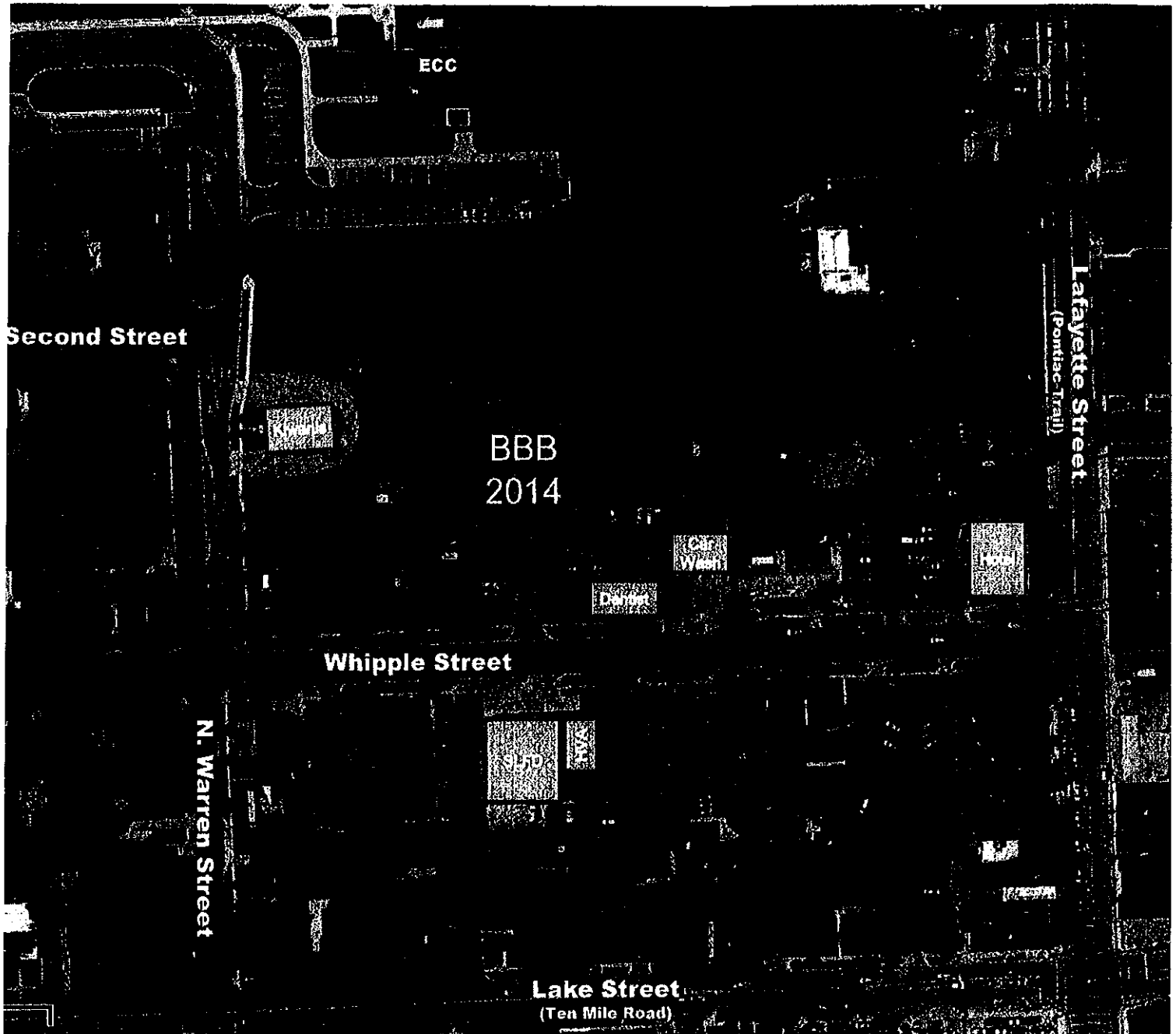
APPROVED [] DENIED []

Lloyd T. Collins, Chief of Police

BLUES BREWS BRATS

Saturday, July 12, 2014 - 4pm to 11pm

Whipple Street Parking Lot - Downtown South Lyon

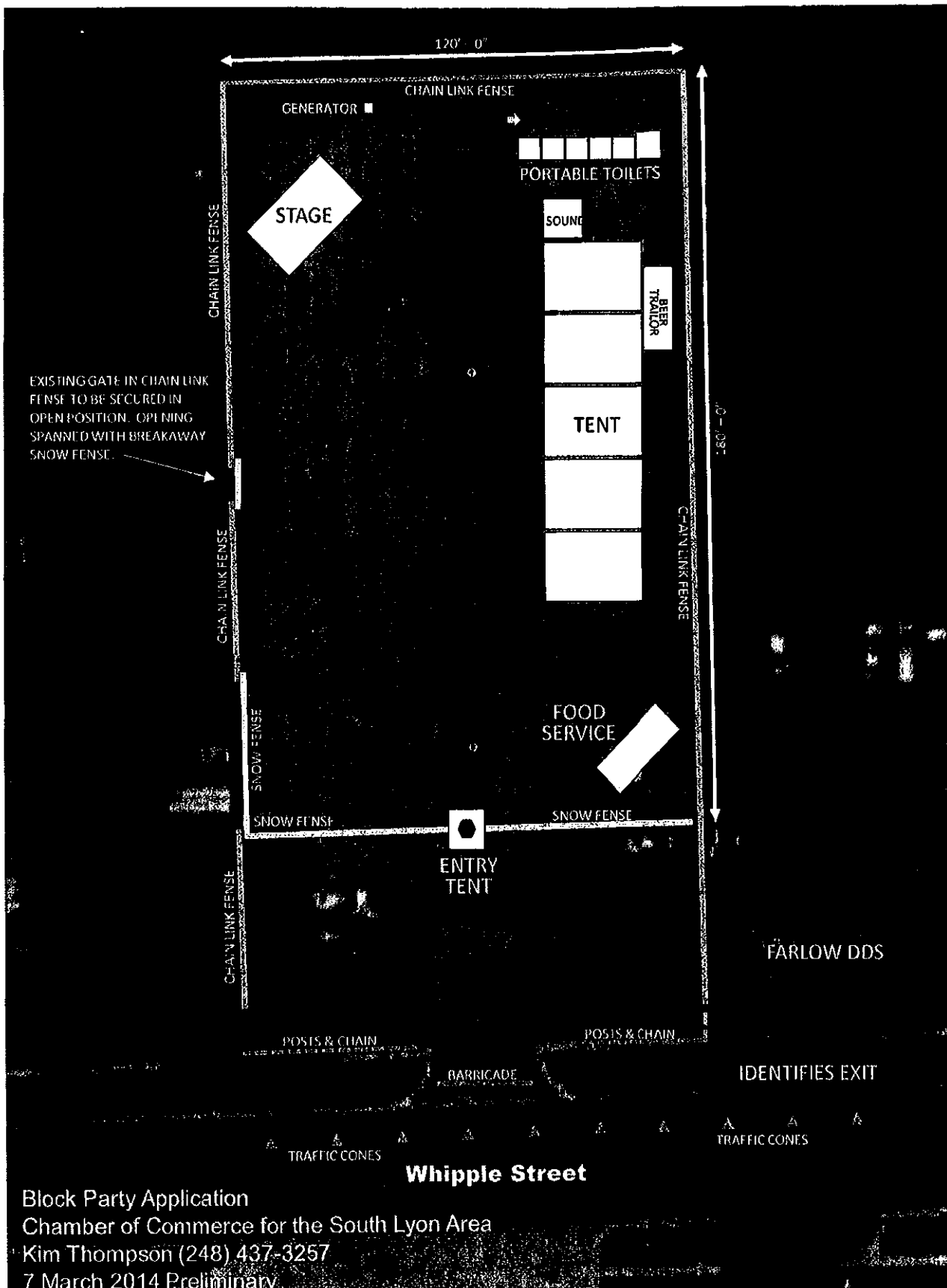


Block Party Application
Chamber of Commerce for the South Lyon Area
Kim Thompson (248) 437-3257
7 March 2014 Preliminary

BLUES BREWS BRATS

Saturday, July 12, 2014 - 4pm to 11pm

Whipple Street Parking Lot - Downtown South Lyon





Block Party Application
Chamber of Commerce
Kim Thompson (248) 437-3257
7 March 2014

CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED

LIQUOR LIABILITY COVERAGE

The Chamber of Commerce for the South Lyon Area renews its insurance policies in May of each year. Please note that the insurance policies included in the package will expire in May of 2014. In order to avoid fees associated with requesting documents before May 2014, the Chamber will reissue a Certificate of Liability Insurance including Additional Insured name extensions and Liquor Liability coverage immediately upon renewal.



SOUTH-3

OP ID: DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/13

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

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

PRODUCER Hartland Insurance Agency Inc. PO Box 129 Hartland, MI 48353-0129 James W. Campbell		810-632-5161 810-632-6775	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL ADDRESS:	FAX: (A/C, No):
INSURED South Lyon Area Chamber Of Commerce 127 N Lafayette Street South Lyon, MI 48178		INSURER(S) AFFORDING COVERAGE INSURER A: National Specialty Insurance INSURER B: Citizens INSURER C: CNA Surety INSURER D: INSURER E: INSURER F:		
		NAIC # 15350 31534		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	NSQ1425338	05/01/13	05/01/14	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMPIOP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY		NSQ1425338	05/01/13	05/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					\$	
	UMBRELLA LIAB					EACH OCCURRENCE \$	
	EXCESS LIAB					AGGREGATE \$	
	DED					RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WDH9191267	06/24/14	06/24/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E L EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 100,000	
						E L DISEASE - POLICY LIMIT \$ 500,000	
C	BOND	X	61696840	05/23/13	05/23/14	Liquor 1,000	
	Liquor Liability					Liquor 1,000,000	
A			NSQ1879121	07/20/13	07/21/13		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blues, Brews and Brats - July 20, 2013

CERTIFICATE HOLDER**CANCELLATION**

CITYSO3

City of South Lyon
335 S Warren Rd
South Lyon, MI 48178

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

AUTHORIZED REPRESENTATIVE
James W. Campbell

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POLICY NUMBER NSQ 1425338 02

RENEWAL

INSURED NAME: SOUTH LYON AREA CHAMBER OF

ADDITIONAL INTEREST

VARIOUS LOCATIONS
THE CITY OF SOUTH LYON, ALL
ELECTED AND (SEE EXT)
335 S WARREN ST
SOUTH LYON, MI
48178
FORM CG2026 APPLIES
DESIGNATED PERSON OR ORGANIZTN
*ADDITIONAL INSURED

VARIOUS LOCATIONS
OAKLAND COUNTY
1200 N TELEGRAPH RD
PONTIAC, MI
48341
FORM CG2026 APPLIES
DESIGNATED PERSON OR ORGANIZTN
*ADDITIONAL INSURED

VARIOUS LOCATIONS
OAKLAND COUNTY PARKS &
RECREATION COMMISSION
2800 WATKINS LAKE RD
WATERFORD, MI
48328
FORM CG2026 APPLIES
DESIGNATED PERSON OR ORGANIZTN
*ADDITIONAL INSURED

LOCATION 0001
3700 GRAND RIVER
ASSOCIATION, LLC
122 W LAKE ST
SOUTH LYON, MI
48178
FORM CG2011 APPLIES
MANAGERS OR LESSORS OF PREMISE
*ADDITIONAL INSURED



West Bend Mutual Insurance Company
1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110522673

R N27

Commercial Lines Policy

POLICY NUMBER: NSQ 1425338 02

RENEWAL

INSURED NAME: SOUTH LYON AREA CHAMBER OF

NAME EXTENSION - ADDITIONAL INSURED:

FORM CG2026 APPLIES

THE CITY OF SOUTH LYON, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND
VOLUNTEERS, ALL BOARDS, COMMISSIONS, AND/OR AUTHORITIES AND BOARD MEMBERS,
INCLUDING EMPLOYEES AND VOLUNTEERS
335 S WARREN ST
SOUTH LYON, MI 48178



Chamber of Commerce FOR THE SOUTH LYON AREA

Hold Harmless Clause
Blues, Brews and Brats Street Festival
Saturday, July 12, 2014

To the fullest extent permitted by law the Chamber of Commerce for the South Lyon Area agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Lyon, its elected and appointed officials, employees and volunteers and others working on behalf of the City of South Lyon against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of South Lyon by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this event.

Gary Childs
President

Chamber of Commerce for the South Lyon Area

Date

**Special Event Emergency Plan and Information
Blues Brews & Brats 2014**

Name of Event:	Blues, Brews & Brats 2014	
Expected Attendance:	1,500 estimated (1,300 in 2012, 900 in 2013)	
Type of Event:	Live Performance, Beer Tent & Food Vendor(s)	
Event Location:	Whipple Street Parking Lot – Downtown South Lyon	
Event Date:	Saturday, July 12, 2014	
Rain Date:	None	
Start Time:	Doors Open at 4pm, entertainment begins at 5pm.	
Event Schedule:	9am	Barricade up at entry to parking lot
	9am – 3pm	Setup
	4pm – 5pm	Doors open, no cover, all ages
	5pm – 11pm	Entertainment, all ages, \$4 cover for 21+
	10:30pm	Last Call
	11pm	Entertainment ends, tear down begins
	1am	Clean up complete
Event Coordinator:	Kim Thompson – Chamber of Commerce Cell: 248-444-2420 Office: 248-437-3257 On site: 9am until 1am	

POTENTIAL ISSUES that may affect attendees will be addressed in the following manner:

Event Cancellation:	As advised by City Officials, public notifications through social media and Chamber website, event coordinator will be on site to advise general public in the event of cancellation.	
Weather Monitoring:	24 Hours Prior	11am Friday, July 11
	8 Hours Prior	7am Saturday, July 12
	4 Hours Prior	11am Saturday, July 12
Medical Personnel:	HVA will be notified of the event and the expected attendance. HVA will be offered the opportunity to be on-site during the event.	
Event Access:	Single point of entry. Emergency exits (total of 3) as noted on layout (breakaway points in snow fencing and gate along west side of chain link fence. Perimeter access maintained by event staff/volunteers with SLPD available as backup, if required.	

Event Layout:	<p>No lawn chairs will be allowed inside the festival area or in areas of pedestrian passage.</p> <p>Table / Chair Arrangement: Loose chairs around rectangular tables primarily for eating. Bar height tables inside tent, near bar. Chairs in front of stage to be group (zip-tied) in rows of 5 -6 chairs in length with 36" aisles required between rows.</p> <p>Reentry: Portable toilets will be inside the fenced area. If an attendee elects to leave the fenced area once a line at the entry is formed, they will be required to wait in line (but will not be required to repay)</p> <p>Occupant Load: To be determined by SLFD. Wrist bands will be numbered and can be used to help determine capacity. Counters will be used at the entry / exit point.</p>
Emergency Notification:	In all cases of emergency, including but not limited to those described below, call 911. Other Emergency Contact Information listed at the end of this document. PA system at stage for addressing the crowd.
Lost and Found:	Items found at the event will be kept at the Entry Tent. Unclaimed items will be turned into the South Lyon Police Department.
No Smoking:	Smoking will not be permitted inside the tent. Signs will be posted.
Evacuation:	As advised by City Officials. PA system at stage for addressing crowd.
Shelter Locations:	Police Administration Building at 214 W. Lake St., South Lyon, MI 48178 South Lyon Fire Station at 217 Whipple Street, South Lyon, MI 48178.
Event Staff:	Volunteers will be identified with lanyard. Single point of contact: Kim Thompson, Event Coordinator. Pre-event communication will include a pre-event meeting and an email to all volunteers outlining procedures as noted within this document.
Fire Extinguishers:	Three (3) 2A:10BC extinguishers required in tent

POTENTIAL EMERGENCY ISSUES:

In all cases of an emergency, call 911 and notify the Event Coordinator.

Civil Disturbance; Suspicious Person or Violent Act; Criminal Act such as robberies, Assaults, Hostage Situations, etc.

- Immediately contact police.
- Do not intercede physically or confront person.
- Do not block person's access to an exit.
- Alert others to situation.
- Seek safe shelter if advised

Fire, Explosions, Chemical Spill

- Know exit locations ahead of time (south and west edges of lot)
- Evacuate area.
- Move visitors away from/clear area to allow access for the fire department

Suspicious Package

- Do not touch.
- Contact police.
- Evacuate area.
- Do not use words which cause panic (i.e. "bomb")

Firearm Threat

- Immediately contact police.
- Do not intercede physically or confront an armed individual.
- Do not confront person.
- Do not block person's access to an exit.
- Alert others to situation.
- Seek safe shelter if advised.

Serious Accident and/or Medical Emergency

- Stay calm and reassure patient
- Avoid any patient movement
- Protect patient from weather
- Relate any medical information to first responders
- Clear pathway for first responders
- Give street location and have someone meet first responders to guide them to patient

Missing Person

- Notify 911 – follow instructions of 911.

Severe Weather (tornadoes, severe thunderstorms, high winds)

- Follow directions of Police or Fire officials.
- If instructed, direct visitors to shelter: Police Administration Building at 214 W. Lake Street or South Lyon Fire Station at 217 Whipple Street, South Lyon, MI 48178.

Downed Electrical Wires

- Do not touch.
- Notify 911.
- Contact DTE.
- Evacuate area.

EMERGENCY EVACUATION PROCEDURE

Emergency Evacuation Situations:

- There is a large explosion.
- A serious accident has occurred with multiple victims and there is potential danger to the public.
- Firearm(s) being discharged.
- A package/container is suspected to contain a bomb.
- There is a fire that is not under control.
- There is a chemical spill with fire or fumes.
- Tornado or other severe weather event.
- Any incident has occurred, or is about to occur, that places lives, property, or the environment at risk – e.g., downed electrical wires.

Emergency Evacuation Procedure:

- Call 911 to request assistance with the emergency. Other contact information is located in Attachment 2 below.
- Use PA system for addressing crowd.
- Broadcast the *Evacuation Announcement Script* over the public address system. This should be done simultaneously with the call to 911 to expedite evacuation of the area.
- Direct public to exits.
- Transfer management of evacuation to officials upon their arrival.
- Alert officials of people who may need assistance

If Told to Shelter in Place:

- Get indoors immediately. Stay away from windows and doors.
- Shut all doors and stay inside until advised by officials that it is safe to leave.
- **Emergency Shelter Locations:** Police Administration Building at 214 W. Lake Street and South Lyon Fire Station at 217 Whipple Street

EVACUATION ANNOUNCEMENT SCRIPT

YOUR ATTENTION PLEASE!

EVERYONE MUST IMMEDIATELY LEAVE THE FESTIVAL AREA THROUGH THE NEAREST EXIT.

VOLUTNEERS WILL HELP TO DIRECT YOU TO THE NEAREST EXIT.

PLEASE REMAIN CALM.

RETURN TO YOUR VEHICLES. IF YOUR VEHICLE IS NOT ON SITE, INDOOR SHELTER IS AVAILABLE AT THE POLICE ADMINISTRATION BUILDING AT 214 W. LAKE STREET OR THE SOUTH LYON FIRE STATION AT 217 WHIPPLE STREET.

THANK YOU FOR YOUR COOPERATION.

REPEAT

EMERGENCY CONTACT INFORMATION

Emergency:	911
Point of Contact: Kim Thompson	Cell: 248-444-2420 Office: 248-437-3257
South Lyon Police Department (non-emergency):	248-412-8697
South Lyon Fire Department (non-emergency):	248-437-2616
Hospitals:	
Providence Park Hospital 47601 Grand River Ave., Novi 48374	248-465-4100
St. Joseph Mercy Ann Arbor 5301 McAuley Drive, Ypsilanti 48197	734-712-3456
University of Michigan University Hospital 1500 E. Medical Center Dr., Ann Arbor 48109	734-936-6641
DTE	800-482-8720
Consumers Energy	800-477-5050
South Lyon Department of Public Works	248-437-6914

AGENDA NOTE

New Business: Item #2

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Lloyd Collins

AGENDA TOPIC: South Lyon High School Project Graduation Charitable Gaming License

EXPLANATION OF TOPIC: South Lyon High School Project Graduation is a non-profit group established to promote the achievement of high school graduation and assist students in celebrating that achievement in a safe, healthy and chaperoned environment. This group does the fundraising to pay for the expense of the annual all-night party that takes place on graduation day. The non-profit would like to hold a reverse raffle in May, and as part of that, needs to obtain a charitable gaming license from the State of Michigan. One requirement of that license is a resolution from City Council recognizing the group as a local non-profit.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter from Kathie L. Evans, Treasurer of the SLHS Project Graduation; Local Governing Body Resolution for Charitable Gaming Licenses; Letter from IRS confirming SLHS Project Graduation's non-profit status.

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

RECOMMENDATION: Approve the agreement resolution.

SUGGESTED MOTION: At a regular meeting of the City of South Lyon City Council, called to order by Mayor Wallace on March 24, 2014 at 7:00 p.m. the following resolution was offered:

Moved by _____ and supported by _____
that the request from the South Lyon High School Project Graduation of South Lyon, county of Oakland, asking that they be recognized as a non-profit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for _____ (approval/disapproval).

03/24/14

March 13, 2014

Lisa Deaton, City Clerk
South Lyon City Hall
335 S Warren St.
South Lyon, MI 48178

Dear Lisa,

South Lyon High School Project Graduation is a non-profit group established to promote the achievement of high school graduation and assist students in celebrating that achievement in a safe healthy chaperoned environment. As such we do fundraising to cover the expenses of the all night event that takes place on graduation day.

We are hoping to put on a reverse raffle in May to raise money for the all night event. In order to do so we will need a charitable gaming license from the State of Michigan. One requirement for getting this license is that we must have a resolution approved by the city council recognizing us as a nonprofit in our community. Attached is a copy of the resolution that we need to submit to the State of Michigan, Charitable Gaming Division. I am also attaching a copy of the IRS letter confirming our nonprofit status.

Please let me know when this resolution might be voted on by the city council. So I can let the Charitable Gaming Division know. My contact information is kevans243@sbcglobal.net or phone 248-486-1488.

Thank you for your assistance with this.

Regards,

A handwritten signature in blue ink that reads "Kathie L. Evans". The signature is fluid and cursive, with the first name "Kathie" being more prominent than the last name "Evans".

Kathie L. Evans

Treasurer

SLHS Project Graduation
1000 North Lafayette St.
South Lyon, MI 48178



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from South Lyon High School of South Lyon,
NAME OF ORGANIZATION CITY
Project Graduation
county of Oakland, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-6780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 02 2008**

SOUTH LYON HIGH SCHOOL PROJECT
GRADUATION
C/O SOUTH LYON HIGH SCHOOL
1000 N LAFAYETTE
SOUTH LYON, MI 48178

Employer Identification Number:
51-0662447
DLN:
17053025303048
Contact Person:
THOMAS C KOESTER ID# 31116
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
JUNE 30
Public Charity Status:
509(a)(2)
Form 990 Required:
YES
Effective Date of Exemption:
JANUARY 9, 2008
Contribution Deductibility:
YES
Advance Ruling Ending Date:
JUNE 30, 2012
Addendum Applies:
NO

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

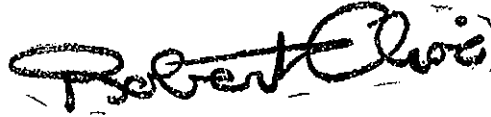
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

SOUTH LYON HIGH SCHOOL PROJECT

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is stylized with a large, looped "R" and a cursive "Choi".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

South Lyon High School
Project Graduation**Part X Public Charity Status (Continued)**

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☒

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Pauline Hall

(Signature of Officer, Director, Trustee, or other authorized official)

Pauline Hall

(Type or print name of signer)

President

(Type or print title or authority of signer)

4-17-08

(Date)

For IRS Use Only

IRS Director, Exempt Organizations

Robert C. Cline

MAY 02 2008

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

REC'D
4/15/08

AGENDA NOTE

New Business: Item #3

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Lloyd Collins

AGENDA TOPIC: Pumpkinfest – Discussion Item

EXPLANATION OF TOPIC: The Pumpkinfest Committee has prepared a PowerPoint presentation regarding possible relocation of the sound stage and beer tent to the Wells Street parking lot. No action is requested at this time. The Pumpkinfest Committee would like input from Council before proceeding further with planning for any relocation.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo from Scott Black on behalf of the Pumpkinfest Committee.

POSSIBLE COURSES OF ACTION: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A



MEMO

DATE: March 18, 2014
TO: City of South Lyon City Council
FROM: Pumpkinfest of the South Lyon Area Committee
RE: 2014 Pumpkinfest committee presentation: Entertainment / beer tent
& Wells Street Surface Parking Lot.

The Pumpkinfest committee to present a PowerPoint presentation concept for the use of the Wells Street surface parking lot (discussion and information only - no council action requested). Committee members would like to gauge council's opinion prior to spending additional time planning the festival. Committee members feel the proposed concept would alleviate past festival issues in regards to crowd control and security while providing a unique family event for the 30th annual Pumpkinfest festival.

Thank you,

Scott Black, President
On behalf of Pumpkinfest of the South Lyon Area

AGENDA NOTE

New Business: Item #4

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Drug Enforcement Administration, (DEA), Agreement

EXPLANATION OF TOPIC: DEA has requested participation of the South Lyon Police Department in a Tactical Diversion Task Force to combat organized prescription fraud and pharmaceutical drug abuse in our area. Participation would require entering into a formal agreement with DEA, and assigning a South Lyon police officer to the task force. Representatives from DEA will conduct a brief presentation to Council, and will be available to answer questions. City Attorney Wilhelm has reviewed and approved the proposed agreement, as to form.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Tactical Diversion Task Force Agreement; Federal Certification Form

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the agreement

RECOMMENDATION: Approve the agreement with DEA

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the proposed agreement with DEA for participation in the Tactical Diversion Task Force, and authorize signature of the federal certification form.

03/24/14

Appendix E

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of March, 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of South Lyon on behalf of South Lyon Police Department (hereinafter "CITY"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the greater Oakland County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Michigan, the parties hereto agree to the following:

1. The Tactical Diversion Squad (Detroit-Oakland County) Task Force will perform the activities and duties described below:
 - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the greater Detroit area;
 - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Michigan.
2. To accomplish the objectives of the Tactical Diversion Squad (Detroit-Oakland County) Task Force, the CITY agrees to detail one (1) experienced officer to the Tactical Diversion Squad (Detroit-Oakland County) Task Force for a period of not less than two years. During this period of assignment, the CITY Officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
3. The CITY officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
 - a. DEA policies and procedures require all personnel to provide full and truthful responses to questions when directed to do so by appropriate authority or during the scope of their official duties. This duty applies during administrative interviews and any

other official agency or task force business and is applicable whether the task force officer is providing a statement about his or her own alleged misconduct, the misconduct of others, observed facts, past recollections, opinions, or is providing a written or oral communication. Any compelled statement made by a task force officer and any information derived from that involuntary statement may not be used against the TFO in a criminal proceeding.

b. The DEA Office of Professional Responsibility or the Department of Justice Office of Inspector General will investigate any investigations of misconduct by DEA personnel and will assist CITY by investigating any allegations of misconduct by a task force officer relating to his or her task force activities. Any finding of misconduct by a task force officer will be referred to CITY for appropriate administrative action.

4. The CITY officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Tactical Diversion Squad (Detroit-Oakland County) Task Force, DEA will assign three (3) Special Agents and one (1) Diversion Investigator to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and CITY officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.
6. During the period of assignment to the Tactical Diversion Squad (Detroit-Oakland County) Task Force, the CITY will be responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to CITY officer assigned to the Tactical Diversion Squad (Detroit-Oakland County) Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,202.25), per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the CITY charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The CITY shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The CITY shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any

of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The CITY shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The CITY shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The CITY agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The CITY acknowledges that this agreement will not take effect and no Federal funds will be awarded to the CITY by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the CITY shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2014. This agreement may be terminated by either party on thirty days' (30) advance written notice. Billing for all outstanding obligations must be received by DEA within ninety (90) days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by CITY during the term of this agreement.

For the Drug Enforcement Administration:

James V. Allen
Acting Special Agent in Charge

Date: _____

For the City of South Lyon on behalf of South Lyon Police Department:

Tedd M. Wallace
Mayor

Date: _____

Witness

Date: _____

Printed Name

Lisa Deaton
Clerk

Date: _____

Witness

Date: _____

Printed Name



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities, in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Tactical Diversion Squad (Detroit-Oakland County)

431 Howard Street Detroit, MI 48226

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check ☐ if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Mayor Tedd Wallace
City of South Lyon on behalf of South Lyon Police Department
219 Whipple Street, South Lyon, Michigan 48178

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Tedd M. Wallace, Mayor

5. Signature

6. Date

AGENDA NOTE

New Business: Item #5

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Lloyd Collins

AGENDA TOPIC: Appointment to the Parks and Recreation Commission

EXPLANATION OF TOPIC: Jeff Thompson has tendered his resignation from the Parks and Recreation Commission. Alexandra Clark has submitted an Application for Appointment and expressed an interest in serving on the Parks and Recreation Commission.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Letter of Resignation from Jeff Thompson; Application for Appointment from Alexandra Clark.

POSSIBLE COURSES OF ACTION: Appoint/do not appoint Alexandra Clark to the Parks and Recreation Commission.

RECOMMENDATION: Appoint Alexandra Clark to the Parks and Recreation Commission.

SUGGESTED MOTION: Motion by _____, supported by _____ to appoint Alexandra Clark to the Parks and Recreation Commission.

03/24/14

Kristen Delaney

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.

CITY OF SOUTH LYON
Application for Appointment

Date: 3-5-14

Name: Alexandra Clark

Address: 873 Hearthside St.

City, State, Zip Code: South Lyon, MI 48178

Home Phone: 248-640-6719 Business Phone: _____

Occupation: Broker Relations Representative - North Region

Employer: Advanced Disposal

Education & Related Experience: South Lyon High School,
BBA Eastern Michigan University

Are you a citizen of the United States? Yes ☒ No ☐

Are you in default to the City? Yes ☐ No ☒

Is any member of your family an elected official of the City? Yes ☐ No ☒

If so, who? _____

Please select which position(s) you are interested in

Board/Commission	
Planning Commission	<input type="checkbox"/>
Parks & Recreation Commission	<input checked="" type="checkbox"/>
Board of Review	<input type="checkbox"/>
Housing Commission	<input type="checkbox"/>
Zoning Board of Appeals	<input type="checkbox"/>
Historical Commission	<input type="checkbox"/>
Building Authority	<input type="checkbox"/>
Beautification Committee	<input type="checkbox"/>
Cultural Arts Commission	<input type="checkbox"/>
Other	<input type="checkbox"/>

Special qualifications: 3 years Co-chair South Lyon
pumpkinfest Parade, 5 years as coordinator
of South Lyon Santa Letter Group, 10 years
of competitive figure skating

Describe why you are interested in this position: I have used the parks
and trails of South Lyon since early childhood.

How long have you lived in South Lyon? Lifelong area resident

Previous place of Residence? Salem Township

References:

1. Phil Weipert - Oakland Co.
2. Bob Martin - City of South Lyon
3. Kim Thompson - chamber of Commerce

Applicant's Signature: [Signature] Date: 3/3/14

Please print this application and submit to:

City of South Lyon
Attn: Clerk's Office
335 S. Warren Street
South Lyon, MI 48178
Tel. (248) 437-1735

You may also copy & paste application into an email message and send to: jzemke@southlyonmi.org

For Office Use Only

Comments: _____

Appointed to: _____ Date: _____

AGENDA NOTE

New Business: Item #6

MEETING DATE: March 24, 2014

PERSON PLACING ITEM ON AGENDA: Lloyd Collins

AGENDA TOPIC: Discussion with MML Consultant Regarding the City Manager Search

EXPLANATION OF TOPIC: MML Consultant Joyce Parker will be in attendance to discuss the City Manager search with City Council.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A

03/24/14