

Regular City Council Meeting

December 14, 2015

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: Nov. 23, 2015
Approval of Bills
Approval of Agenda
Public Comment

I. Old Business-

- 1) Consider renewal of lease agreement with SLARA for two year term.

II. New Business

- 1) Public Hearing – CDBG Program Year 2016
 - a. Approval of Application
- 2) Discussion with Council on blight, unsafe structures and problematic property owners with Attorney Paul Burns and associate
- 3) Consider appointment/resignations from City Commissions:
 - a. John Spencer resignation from the Cultural Arts Commission
 - b. Josie Kearns appointment to the Cultural Arts Commission
- 4) Revised IT/CLEMIS Agreement
- 5) Consider dedication of Lexington Place Condominiums Water and Wastewater Utilities to the City.
- 6) Discussion: Pete's True Value-Status of Site Plan Approval
- 7) Discussion: Performance Bonds

IV. Discussion on Blight ordinance and unsafe structure placard

V. Discussion - Downtown

VI. Manager's Report

VII. Council Comments

VIII. Adjournment

The City of South Lyon
Regular City Council Meeting
November 23, 2015

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

PRESENT: Mayor Galeas
Council Members: Dedakis, Kivell, Kurtzweil, Rzyzi, and Wedell
Also Present: City Manager Ladner, Chief Collins, Chief
Kennedy, Department Head Martin, Attorney Wilhelm, and Clerk/Treasurer Deaton
ABSENT: Councilman Kramer

CM 11-1-15 MOTION TO EXCUSE ABSENCE OF COUNCILMAN KRAMER

Motion by Wedell, supported by Kurtzweil
Motion to excuse absence of Councilman Kramer

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES

Councilman Kivell stated he would like to change a couple sentences on page 4. Councilmember Kurtzweil stated on page 8, she would like the 3 words "and we think" removed from that sentence.

CM 11-2-15 MOTION TO APPROVE MINUTES

Motion by Wedell, supported by Rzyzi
Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

City Manager Ladner stated there were two requests to add 2 items onto the Agenda. Mayor Galeas requested item #8 to be a discussion on blight and blight ordinances, and Councilmember Kurtzweil requested a discussion item on the downtown which will be item #9.

CM 11-3-15 MOTION TO APPROVE AGENDA

Motion by Kivell, supported by Kurtzweil

Motion to approve agenda as amended

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Bob Ziegler of 1000 N Lafayette stated he is here with other members of the South Lyon Youth Assistance and they would like to give a brief presentation. Radha Vichave-Kshirsadar stated she has been a board member for about 10 years and they are here to thank the City for their sponsorship and to share some updates. Dorian Brant stated she is the caseworker and she works with families and youth that are having difficulties. She receives referrals from many different agencies as well as families and she works with the Board to provide the area with programs. Ms. Vichave-Kshirsadar stated they have many programs which include tutorial services, summer camp which is drama based, summer camp, family education, shop with a hero and many more. Thad Bogert stated that Mentors Plus is a program that help young people that could benefit from having a friend. He stated the commitment of being a mentor is one hour a week for a year and the only qualification is compassion and a desire to be a role model. He further stated he has been a mentor for 3 years, and it has been the most rewarding experience. Mr. Bogert stated one hour a week can make a huge difference in a young person's life. He further stated if anyone is interested in becoming a mentor please contact a board member or visit the website at slaya.org.

OLD BUSINESS

1. Consider approval of funding for the City's portion of the Safe Routes to School Grant

Leslie Zawata stated she made some revisions to the estimate. She stated she has modified a few things since the last meeting. Ms. Zawata stated they modified the unit prices throughout the estimate. She stated the additions to the estimate are due to the increase in cost of the pedestrian bridge crossing over the Sayer Drain. MDOT requires a 14 foot wide pedestrian bridge when they are grant projects. She further stated the estimate is conservative and we want our numbers high because if you apply to low and the bids come back high, the grant will not cover that. She stated if the bids do come in too high, we have the ability to reject the bids and not continue with the project. Ms. Zawata stated the pedestrian bridge will connect the residents at Princeton over the Sayer Drain directly to the middle school and avoid Pontiac Trail completely. She further stated it is a pre-fabricated bridge; it will be delivered in pieces and fabricated on site. Councilman Wedell stated the cost for the engineering has increased significantly. City Manager Ladner stated the current numbers are for the entire project, the original smaller amount was just for the traffic signal.

CM 11-4-15 MOTION TO APPROVE CITY'S PORTION OF THE SAFE ROUTES TO SCHOOL GRANT

Motion by Kivell, supported by Rzyzi

Motion to approve the City's portion of the safe routes to school grant of \$110,709.48

VOTE: MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Consider appointment/resignations from City Commissions

Mayor Galeas stated Carl Richards resigned from the Cable Commission and Council needs to approve his resignation.

CM 11-5-15 MOTION TO ACCEPT RESIGNATION

Motion by Wedell, supported by Rzyzi

Motion to accept Carl Richards resignation with thanks

VOTE: MOTION CARRIED UNANIMOUSLY

Mayor Galeas stated he has received an application from Rich Neely for the Parks and Recreation Commission. City Manager Ladner stated the Parks and Recreation Commission members are excited to have him join.

Mayor Galeas stated he would like to appoint Rich Neely to the Parks and Recreation Commission and thank him for his interest.

CM 11-6-15 MOTION FOR APPOINTMENT

Appointment by Galeas, supported by Kivell

Motion to appoint Rich Neely to the Parks and Recreation Commission

VOTE: MOTION CARRIED UNANIMOUSLY

2. Consider approval of preliminary site plans for Thomasville Development on 11 Mile Road

Carmine Avantini of CIB Planning stated this is the preliminary site plan for Thomasville Development on 11 Mile near Colonial Acres. He stated it is zoned multifamily residential and the developer could have built an apartment complex according to the zoning. After speaking with the developer, they agreed on a small lot, single family residential development would be beneficial. He further stated this is a two-step process. The Planning Commission recommends the Council to approve the preliminary plan, which means they agree with the road layout and house configuration. If the Council approves the plan, the developer will then go back to the Planning Commission for a final site plan, which will then come back to Council for final approval with much more of a detailed plan. Mr. Avantini stated the road will connect with Colonial Acres which is something the Fire and Police Department were in strong approval of. He further stated they added an emergency access as well per the request of the Fire Chief. Councilman Kivell stated the plan looks like a nice transition from Colonial Acres to the regular

residential across 11 Mile. He further stated he is concerned about the side-yard setbacks only being 5 foot minimum. He stated with a 5 foot minimum it basically means a house could be only 10 feet away from another house as opposed to 12 feet. He stated if there is a fire or rescue attempt that needs to be made; the extra 2 feet can make a huge difference. He stated he hopes they take that into account before they come back for final approval. Councilmember Dedakis stated she shares the concerns regarding the density. She asked if residential sprinklers will be required because of the density level. Mr. Avantini stated there are thresholds that need to be met before they are required. Councilmember Dedakis asked if this would be a senior development or will it be available for all ages. Mr. Avantini stated it will not be age restricted, but the size of the units is geared more towards seniors, or people looking to downsize. Councilmember Kurtzweil stated she was on the Planning Commission when this development began with 90 condo units, but the Planning Commission was able to bring the number down to 62. She further stated they discussed some green space areas, therefore the developer agreed to lower the number by 2. Councilmember Kurtzweil stated the setbacks requirements in Novi developments are beginning to decline. She stated some of the buildings in Krightbridge are very tight to each other and the emergency vehicles do not have any issues. She further stated that reflects the high demand for real estate. She stated she is not bothered by the 6 foot setback, and she is happy with the transition from Colonial Acres. She further stated she will continue to advocate for restrictions to be placed on the use of the properties so it doesn't interfere with the residents of Colonial Acres. Mayor Galeas stated he agrees with Councilman Kivell regarding the setbacks, but he understands the setbacks are becoming smaller because of the demand for real estate. He further stated he believes this development will sell out and it will be a good development for the community. Councilman Kivell stated he understands the residents will have a small yard, but because there are other developments that are having tighter setbacks, doesn't mean South Lyon needs to follow along. Councilman Rzyzi stated this is a transitional community abutting Colonial Acres and he would also like to see restrictions excluding swing sets and such to ensure it will remain that way.

CM 11-7-15 MOTION TO APPROVE PRELIMINARY SITE PLAN FOR THOMASVILLE DEVELOPMENT

Motion by Kivell, supported by Dedakis

Motion to approve the transition to Planned Development rezoning and Preliminary PUD site plan conditioned on the execution of the planned development agreement along with any other conditions according to City staff and consultants.

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Request to address Council by Dr. Kaplan regarding drive approach to Kaplan Chiropractic
410 N Lafayette Street

Mayor Galeas stated Dr. Kaplan requested to speak with Council regarding problems with his drive way approach. Dr. Kaplan stated he has been at 410 N Lafayette for 10 years and at the southern end of this parking lot water continues to accumulate and it is continually getting worse. He stated he understands he needs to maintain his property, but there is a difference between maintain and repair. This needs to be repaired. He further stated any time there is road work done on Pontiac Trail, the problem

continually gets worse. He stated he has spoken with Bob Martin, past City Managers and they all say it is a County problem. He stated the County says this is a low priority. Dr. Kaplan stated it appears the road is continually being built up and the water is not getting to the drain. He further stated he was told to just put asphalt down and possibly to move the water to the drain would be \$2,500. He further stated he was told the old concrete foundation would need to be replaced and he was told it would be thousands of dollars and Dr. Kaplan stated he doesn't have that kind of money. Dr. Kaplan stated he is asking for help from the City to get this fixed. Councilman Rzyzi stated this speaks to a larger issue. He further stated he also had a resident come to him regarding a draining issue at the end of his driveway. He stated he wants to know who is responsible. City Manager Ladner stated it is a driveway approach, it is the property owner's property, but there is an easement with a right of way, but that easement does not give up the property owner's responsibility for repair and maintenance. She further stated the Road Commission has told her it is not their issue. She further stated if the City begins making improvements on private property with individual property owners we will need to be repaired to do that throughout the City. Councilman Kivell stated we can contact the Road Commission on your behalf, but there are other issues that we don't seem to have a huge impact on them. City Manager Ladner stated she can ask to meet with Oakland County Road Commission again and ask them to look at it again, and if it is truly a drain issue, we can ask them to see if they can work with us as they have in the past. Councilman Kivell stated he doesn't think it is a drain issue; he thinks it may be a Road Commission problem. Councilmember Kurtzweil stated it is interesting that the Road Commission would come out and do patchwork if it is not their problem. She further stated there needs to be an investigation and it speaks to a larger problem. She stated she is tired of South Lyon being put on the back burner when it comes to Oakland County. The City leadership needs to become the squeaky wheel and stick up for the City. She further stated she will go to an Oakland County Road Commission meeting and demand they come to South Lyon. South Lyon needs to be a priority to Oakland County. Mayor Galeas stated he agrees with Maggie and it seems we don't get top priority because we are in the far corner of Oakland County, but he thinks we do need to do what we can to get answers so we can address these issues. Department Head Martin stated there are drainage issues from the rail road tracks down Pontiac Trail to McHattie. The storm sewers are old and undersized and some don't drain very well. We had the drain Commission jet the drains, but every time the County works on Pontiac Trail and 10 Mile, it changes the grade. If the homeowners don't have their driveway approaches changed as well, it can cause ponding. He further stated how much does the City take on? Councilman Rzyzi stated the City needs to help the residents that are in that situation. Department Head Martin stated the street and the sidewalk in front of Dr. Kaplan's is fine, but the approach is the problem. Councilman Kivell stated he has made many comments and suggestions on the RCOC website and to demonstrate how strongly South Lyon is thought of, there is a drop box for each City in Oakland County, and the City of South Lyon is not even represented. They told him to use Lyon Townships drop box. Councilman Rzyzi stated this is a safety issue and it needs to be addressed. Councilmember Kurtzweil stated she will be attending an Oakland County Road Commission meeting and if she has to she will meet with L. Brooks Peterson himself. She stated there are a few communities that get top notch service, but South Lyon is not one of them. She further stated the City leadership needs to start letting people know South Lyon is on the map.

4. Consider setting public hearing date for CDBG application- projects Senior Center and HAVEN

City Manager Ladner stated the due date for the application is December 18th and we need to hold a public meeting for the projects, and the amount is \$35,261.00. She further stated there is a minimal area we can use the money, it seems reasonable to continue to support of the Senior Center and HAVEN which is public services for battered and abused spouses. Councilmember Kurtzweil asked if there is a reason why we cannot consider supporting South Lyon Youth Assistance instead of a non-local service. City Manager Ladner stated we already support the South Lyon Youth Assistance, and HAVEN is a multi-county organization, but if Council wishes we could look into other services. Councilmember Kurtzweil asked if we could assist with a local area organization that deals with drug problems, there is a drug problem in our area. City Manager Ladner stated she will look into if there are any other organizations that are CDBG eligible. Councilman Wedell stated HAVEN does service the City of South Lyon and we are notified of the number of people in South Lyon that HAVEN assists. Councilman Rzyzi stated it is always good to see what else is out there to support. He further stated there was a request from a resident to look into free medical clinics. City Manager Ladner stated she can look into it, but we will not be able to meet the December 18th deadline. Councilmember Kurtzweil stated she doesn't want to hold up the process and possibly next year we can look into other organizations to support. Councilman Kivell stated he agrees to move forward with this, and look into other funding sources to try to address the insular issues.

CM 11-8-15 MOTION TO APPROVE DECEMBER 14, 2015 FOR CDBG PUBLIC HEARING DATE

Motion by Kivell, supported by Wedell

Motion to set public hearing for CDBG application on December 14, 2015 7:30 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

5. Consider renewal of lease agreement with SLARA for two year term

City Manager Ladner stated the South Lyon Area Recreation Authority have asked to renew their lease for the building at 318 W Lake. She further stated the lease includes a 2% increase for each of the two years, which totals \$9,144.36 annually. Councilmember Kurtzweil stated paragraph 4 in the contract does not have a holdover clause for rent, which is normally included in a commercial lease in case there is a holdover situation. Councilmember Kurtzweil stated Paragraph 10 regarding maintenance and repairs there needs to be a statement regarding the Landlord having reasonable access to premises to perform repairs. Councilmember Kurtzweil stated on Paragraph 14 is not clear if the renter is leasing the parking lot or just the building. City Manager Ladner stated they are leasing the building and the parking lot. Councilmember Kurtzweil stated there should be detailed descriptions of what they are leasing. Councilmember Kurtzweil stated paragraph 17 indemnity isn't broad enough, it needs to include everything the landlord is responsible for under the lease. Paragraph 20 is outdated and needs to be removed, this paragraph is considered self-help. You may only enter the premises by court order or permission by the resident. Paragraph 30 regarding attorney fees, the language needs to be broader including reasonable attorney fees, and all fees to be determined by the court should be removed. Mayor Galeas stated he agrees some of the language needs to be tightened up. We have a good

relationship with South Lyon Recreation but we need to ensure we are covered for any situation. Councilman Rzyzi stated we need to have an effective and correct contract to ensure the City is covered.

CM 11-9-15 MOTION TO TABLE SLARA LEASE AGREEMENT UNTIL NEXT MEETING

Motion by Rzyzi, supported by Kurtzweil

Motion to table SLARA lease agreement until December 14, 2015 Council Meeting

VOTE: MOTION CARRIED UNANIMOUSLY

6. Consider adopting resolution opting out of Public Act 152 for 2016

City Manager Ladner stated per the Public Act 152 of 2011, the City has 3 options for the health insurance employees, a hard cap, 80/20 cost sharing or to opt out. Through the collective bargaining process, the City has implemented the 80/20 cost sharing, but will not be in full compliance until 2017 which means the City needs to opt out once again for 2016. If we do not opt out, we will not receive the ACT 51 money or revenue sharing.

CM 11-10-15 MOTION TO OPT OUT OF PUBLIC ACT 152 FOR 2016

Motion by Kivell, supported by Wedell

Motion to opt out and exempt the City from the requirements of Public Act 152 of 2011 for calendar year 2016

VOTE: MOTION CARRIED UNANIMOUSLY

7. Consider cancellation of second City Council Meeting in December per past practice

City Manager Ladner stated it has been the past practice of the City to cancel the 2nd Council meeting in December. It falls on December 28th which will follow a 4 day weekend for the Christmas holiday. Councilmember Dedakis stated she feels Council has many things to discuss and a lot of business to handle and we owe it to the residents to have that meeting. Councilman Rzyzi stated he has no issues coming in for a meeting that night, he also feels we owe it to our residents. He further stated we need to have a standing agenda item regarding the downtown. Councilmember Kurtzweil stated she also agrees with Councilman Rzyzi and Councilmember Dedakis we have a lot of work to do and many things to discuss.

8. Blight Ordinance

Mayor Galeas stated there is a lot happening with other towns and he would like to know what we are working on regarding the Blight ordinance. Attorney Wilhelm stated he has discussed this with the City Manager. Many of the surrounding communities use the Dangerous Building Act and Housing Law which provides for a show cause hearing, an appeal and the right to go to circuit court. He further

stated South Lyon does not have an Ordinance like the City of Brighton. The City of Brighton issues a notice of unsafe structure is prepared and issued by the administration, then the show-cause hearing is presented to the City Council. The City Council will take evidence and reach a conclusion. There is also an appeal process that would bring the issue back to City Council, or the property owner has the right to go to Circuit Court. An alternative to that process would be to have the administrative office issue the notice of dangerous building, then a show-cause hearing would be held before a Hearing Officer who would look at the evidence and make a ruling within 5 days after the hearing. If the property owner wants to appeal, they could appeal the decision back to City Council, or go to Circuit Court. Councilman Wedell stated he would prefer to appoint someone to act as the fact finder so the City isn't reviewing their own findings, then any appeal could be brought before Council or Circuit Court. Discussion was held regarding who would be qualified as the Hearing Officer. Attorney Wilhelm stated it could not be our own Building Inspector because that would be a conflict of interest and the statute does not allow for a City employee to act as the Hearing Officer. Councilman Kivell asked if we could appoint a building inspector from a neighboring community. Attorney Wilhelm stated that could be done and having a building background would be helpful. Mayor Galeas stated we will need to make sure the language is perfect and whoever we appoint will have to have knowledge of the building codes so they will be prepared to answer any questions that may be asked. Attorney Wilhelm stated if the City moves forward with the Dangerous Building Act, we may need to update the property maintenance code as well. He further stated the City is using the 1996 BOCA code. Councilmember Dedakis stated she agrees the code needs to be revamped and start fresh. City Manager Ladner stated the 2015 International Property Maintenance code will be adopted by the State of Michigan in 2016 and we have the option to adopt that code now. Councilman Rzyzi stated we need to recognize we have a problem with landlords that don't care, we go after them legally, and it doesn't help. We need to talk with Brighton and see how they were able to move ahead with their blight problems successfully and follow along. City Manager Ladner stated she has been working on modifying the City of Brighton's Ordinance. She stated there are a few things Council will need to discuss. She stated a definition in their ordinance states if the cost of the repairs of the structure is damaged beyond 50% of the value, demolition is necessary. She further stated we may want to remove that section due the fact we have buildings with historic value and if we do not want them considered for demolition we will need to set the 50% higher or remove that section. City Manager Ladner stated that also tied into unreasonable repairs section states if the cost of repairs is over 100% of value of the building, the building should be ordered demolished without option of the owner. She stated that is a very strong statement. She further stated where would we draw the line regarding when the building became blighted. City Manager Ladner stated there is also an issue with Brighton's Ordinance which gives our Ordinance Officer Police powers and she feels that may not be something Council would approve of. She stated in some communities their Ordinance Officer is a member of the Police Department, but that is not the case here in the City. Additional discussion was held regarding giving an Ordinance Officer Police powers. Chief Collins stated to the best of his knowledge local ordinance cannot supersede State Law, and absent of licensing by the Michigan Law Enforcement standards a person cannot be empowered with full Police Authority. Mayor Galeas stated we need to look into this and be proactive regarding our blight ordinance. We do not want to make rash decisions, but we do need to move forward with this. Councilmember Kurtzweil stated she was in Brighton last week and spoke with the Building Department regarding their Blight Ordinance. She stated Brighton's City Council has done a great job and they need to be commended. She further stated she

then spent an hour with the City of Brighton's Attorneys. They are very experienced and could hit the ground running, she would be happy to use the firm as special counsel for about 3 years and let them do their job. They are extremely experienced with handling difficult property owners. She would like them to give a presentation to City Council and if it was her decision, she would bring them on as special Counsel. She further stated one of the attorney's teach code enforcement, they have a very strong background in real estate and a winning track record with difficult property owners. This is not a learning curve project, we need to use the people that have the skill set to do this work. They have been there, and have litigated a very difficult tenant and they have won. She recommends Paul Burns and Branford Mays are asked to give us a presentation where we can get all of our questions answered. Councilmember Kurtzweil stated we have blight because the City of South Lyon has permitted it to happen. She further stated if you don't make an investment, you will have blight. She has read that in many studies. We have nothing to lose by asking them to give us a presentation. It would be an interview for them. Mayor Galeas stated this has been an issue for a very long time. He further stated it the area has been growing so fast in the past 12 years, and the ordinances need to be kept up. Councilmember Kurtzweil stated there were 3 points of discussion. The City of Brighton has a smaller population than South Lyon. She also found out they have less square mileage than the City of South Lyon and their downtown is booming every week Thursday, through Sunday. She also learned the University of Michigan is bringing an 178-million dollar investment is coming into Brighton and one of the factors they used to make that decision was their downtown. She further stated we could be missing out on many outside investments because of the condition of our downtown. Councilman Rzyzi stated what everyone here has in common is the heart of the City is our downtown. He further stated he has spoken with many residents that want our downtown to be more attractive. He stated a year ago we were unable to have this discussion and he is happy this is going in the right direction. He also would like to meet with the City of Brighton's Attorneys and get more information. Mayor Galeas stated that this is a good start. Councilmember Kurtzweil stated she has spoken with many residents in the area, and this is not a South Lyon issue. Green Oak and Lyon Township residents are just as interested in our downtown succeeding. She further stated worse days are to come for downtown South Lyon if we don't get this handled immediately. Further discussion was held regarding the downtown blight issue. Mayor Galeas stated he believes Council is all on the same page and this is a good starting point for us to move forward. He further stated perception is huge and if we work on the downtown issues, some developers will be looking at our downtown differently and this is a good start. Councilman Rzyzi stated personally he would like to see downtown/blight as a standing Agenda item whether there has been any progress or not. City Manager Ladner stated she will contact Brighton's attorneys and ask if they would attend a future Council Meeting for a presentation and to answer questions. Councilman Kivell stated this is the perfect time with the growth that is on the perimeter and we have made it through difficult financial times since 2008 and we came out intact. We can now begin being more assertive and move forward. The redevelopment potential in downtown is enormous. We can capitalize on taking advantage of structures that already exist and improving and redeveloping the areas that are underserved will be a great augment to what already exists. We must do this before the Grand River corridor is developed or we will lose the position of our downtown being able to service the entire region.

9. Downtown

Mayor Galeas stated the downtown issue is part of the downtown blight issue we just discussed. We are in competition with our surrounding areas and the downtown issues need to be addressed. He further stated many people are driving through our downtown and we need to understand how important it is. City Manager Ladner stated the City's Master Plan was updated but has not been formally approved. Kelly McIntyre is in the process of sending letters to residents to inform them of the Master Plan approval. She further stated our City Planner and City Attorney have been working on updating our zoning ordinance that will need to be approved as well. She further stated they are working on moving the downtown forward. City Manager Ladner stated the City of Brighton considers all commercial and industrial is considered part of the downtown development authority which gives them an \$800,000 budget. The City of South Lyon Downtown Development Authority is much smaller and a much smaller budget. She stated they also have 2 full time employees that deal with their downtown. She further stated Milford is similar, their downtown encompasses everything except residential. She stated there are other things we can do to keep moving things forward. Mayor Galeas stated he didn't realize their downtown development authority is so much larger. Councilman Kivell stated in the past there have been conversations in regards to expanding the DDA area, and the problem was the perpetual 20 year sunset. Carmine Avantini of CIB Planning stated some communities are re-doing their DDA plan because that will re-set the base numbers as well as deal with the \$80,000 personal property tax exemption. Mr. Avantini stated there are other ideas communities can do to strengthen the DDA as well as raise the numbers. Discussion was held regarding moving forward with the Master Plan.

MANAGERS REPORT

City Manager Ladner stated she would like to bring in an outside facilitator and possibly going off site for a goals meeting and envision discussion for the direction Council wants the City to move towards. She further stated she feels that would be good for the Council as well as the Department Heads to see what Council expects of all of us. We could discuss the policies, goals, and any other issues that need to be discussed. Mayor Galeas stated he believes this is a good idea and will be helpful for everyone to understand what needs to be accomplished. Discussion was held regarding the location and having a facilitator to make sure Council stays on topic. Councilman Rzyzi stated he feels this vision session needs to be tied to the goals for the City. Councilmember Kurtzweil stated she has attended conferences and meetings at the Holiday Inn in Ann Arbor and if you order lunch you don't have to pay for the conference room. Further discussion was held regarding the Council retreat. City Manager Ladner stated the Holiday Party will be held on the 16th of December at the South Lyon Hotel. City Manager Ladner introduced Kelly McIntyre who is the new Downtown Development employee.

COUNCIL COMMENTS

Councilman Kivell stated the DPW did a great job with the snow plowing as they always do. He stated over the weekend there was a pump that flourates the water was overactive and the Water Department caught it and had it handled immediately. Department Head Martin stated Dan Gehringer caught the problem right away and took care of the problem.

Councilmember Dedakis thanked Dr. Kaplan for coming in and that our business owners are vital to the City and the problem will be addressed. She also thanked Mayor Galeas for adding the blight ordinance issue to the Agenda. She thanked Councilmember Kurtzweil for suggesting we bring in outside Counsel to discuss the blight issue with us. She wished everyone a Happy Thanksgiving.

Councilman Rzyzi stated he noticed the lights at Paul Baker Park look great and wanted to thank the DPW. Councilman Rzyzi stated the issue with Dr. Kaplan reminds him of when the City shut down Chad Lindsey which upset him and the community. He further stated it speaks to the mentality of City Hall. He further stated we should be asking how we can help our business owners. Councilman Rzyzi stated he is disappointed the building at 390 S Lafayette isn't torn down yet. City Manager Ladner stated she was told they would have it torn down before Thanksgiving and she will contact the contractor. Councilman Rzyzi stated the vision session is a good idea and he believes it will be helpful if Council can see the job description of Kelly McIntyre as well as a list of any grants she will be going after.

Councilman Wedell wished everyone a Happy Thanksgiving.

Councilmember Kurtzweil stated the budget she received does not include any amendments that have been done throughout the year. Councilmember Kurtzweil stated she would like to know what the City's policy is regarding performance bond. She stated she would like this added to the next Agenda. She stated there is a difference between a performance bond which is provided as cash which must be held in trust, versus a performance bond via an insurance company. She stated she received an email from a business owner trying to close out his performance bond since June of this year. She stated there is case laws stating the cash bond is for the performance of the job, and then the cash should be returned. Councilmember Kurtzweil stated the City doesn't have a written bond, therefore there is no written conditions stating the City can make deductions. She stated the business owner could make a police report requesting an investigation which could be a felony if the money is missing. She stated this is a business issue and there may still be a dispute. Councilmember Kurtzweil stated there also needs to be a release to ensure the bonds are handled properly. Councilmember Kurtzweil stated she attended a Planning Commission meeting and was very disappointed with the representatives Leon Gonzales and Brian Jador of South Lyon Square. She stated they would not commit to any time frame for any improvements until they know what they will be doing with the property. She stated she is disturbed by their lack of commitment to the City. The property is blighted and we need to get on this right away. She stated that property is the first property you see, and it is blighted. We need to find a way to work with the developer to get something other than a dollar store in that mall. She stated she also found out they received a tax refund of \$13,000 and they are still involved in a tax tribunal case. She stated that is why he wouldn't go on record with any improvements because he didn't want to take a chance of damaging his case. Councilmember Kurtzweil stated the game of buying and dumping property in South Lyon needs to be stopped. Using vacant property as a tax write off must stop. She stated the same people purchased property in Detroit for the purpose of moving the 3rd Precinct from the Woodward location to that property. The cost was one million dollars. He then went to Detroit City Council with a lease for 3 years and after the 3 years there is an option to purchase the property for 3.1 million dollars.

She stated she wants him to spend that 2 million dollar profit on the property he purchased in the City of South Lyon.

Mayor Galeas stated he appreciates the Handbook that was given to everyone. He stated some of the chapters are very interesting, such as communicating with the media, and relationships with municipal staff. He stated he met with Chief Collins for a few hours and he has a good understanding of what is happening in his department and he has great respect for the Police Officers. Mayor Galeas stated he met with Department Head Bob Martin and had the tour of the water plants and he has a good understanding of how they operate and he appreciates the meeting. He thinks everyone should take the time to set up a tour of the water plants with Bob and to see how it works, it is second to none. Mayor Galeas stated he wants everyone to come out for the small business shopping day on the 28th of this month. He stated Cool Yule will be on December 5th and it is a great event. He stated December 9th he will be attending the South Oakland County Mayors luncheon and he hopes to represent the City well. Mayor Galeas wished everyone a Happy Thanksgiving.

ADJOURNMENT

CM 11-12-15 MOTION TO ADJOURN MEETING

Motion by Kivell, supported by Ryzyi
Motion to adjourn meeting at 10:35 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

John Galeas Jr. Mayor

Lisa Deaton Clerk/Treasurer

PERIOD ENDING 11/30/2015

FINANCIAL REPORT FOR NOVEMBER 2015

GL NUMBER	DESCRIPTION	2015-16	2015-16	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	11/30/2015 NORM (ABNORM)	11/30/2015 NORM (ABNORM)	MONTH 11/30/2015 INCR (DECR)	NORM (ABNORM)	BALANCE		
Dept 000.000										
101-000.000-402.000	REAL PROPERTY TAX	3,355,935.00	3,355,935.00	1,485,762.65	880,074.34	1,870,172.35		44.27		
101-000.000-423.000	SOUTH LYON WOODS TAX	920.00	920.00	405.00	80.50	515.00		44.02		
101-000.000-444.000	PAYMENT IN LIEU OF TAXES	1,500.00	1,500.00	0.00	0.00	1,500.00		0.00		
101-000.000-446.000	PENALTIES AND INTEREST	30,000.00	30,000.00	10,522.23	6,182.23	19,477.77		35.07		
101-000.000-451.000	BUILDING PERMITS	150,000.00	150,000.00	31,577.50	3,133.50	118,422.50		21.05		
101-000.000-452.000	HEATING & PLUMB. REFG. PERMI	0.00	0.00	11,440.50	1,591.00	(11,440.50)		100.00		
101-000.000-453.000	ELECTRICAL PERMITS	0.00	0.00	6,318.00	696.00	(6,318.00)		100.00		
101-000.000-454.000	LICENSES & BUSINESS MISC.	0.00	0.00	1,495.00	15.00	(1,495.00)		100.00		
101-000.000-570.000	STATE SHARED REV.	954,210.00	954,210.00	302,642.20	5,086.00	651,567.80		31.72		
101-000.000-600.000	BOARD OF APPEALS	0.00	0.00	200.00	200.00	(200.00)		100.00		
101-000.000-630.000	ADMIN FEE PROPERTY TAX	92,047.00	92,047.00	40,626.69	17,910.94	51,420.31		44.14		
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	30,000.00	30,000.00	12,600.00	1,230.00	17,400.00		42.00		
101-000.000-642.000	POLICE	0.00	0.00	20,852.33	3,799.58	(20,852.33)		100.00		
101-000.000-661.000	PARKING VIOLATION	2,500.00	2,500.00	390.00	70.00	2,110.00		15.60		
101-000.000-662.000	LOCAL COURT FINES	25,000.00	25,000.00	11,791.32	5,948.70	13,208.68		47.17		
101-000.000-664.000	INTEREST	6,000.00	6,000.00	1,371.68	269.56	4,628.32		22.86		
101-000.000-664.200	PARK AND REC. INTEREST	0.00	0.00	139.55	27.19	(139.55)		100.00		
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	0.00	0.00	200.86	40.71	(200.86)		100.00		
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	144,000.00	144,000.00	78,097.32	38,497.14	65,902.68		54.23		
101-000.000-668.300	LEASE--ANTENNA	50,000.00	50,000.00	17,457.43	400.00	32,542.57		34.91		
101-000.000-668.400	RENTAL PROPERTIES	8,800.00	8,800.00	3,735.45	1,494.18	5,064.55		42.45		
101-000.000-669.209	CONTRIBUTION-PERPETUAL CARE	20,000.00	20,000.00	0.00	0.00	20,000.00		0.00		
101-000.000-675.600	DONATIONS TO CULTURAL ARTS CO	1,000.00	1,000.00	425.00	0.00	575.00		42.50		
101-000.000-698.000	MISCELLANEOUS	125,000.00	125,000.00	1,617,585.63	1,590,096.82	(1,492,585.63)		1,294.07		
101-000.000-698.600	GRANT MONIES--FIRE DEPT.	0.00	0.00	3,637.00	3,637.00	(3,637.00)		100.00		

TOTAL REVENUES - FUND 101

1,337,638.66

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 11/30/2015

FINANCIAL REPORT FOR NOVEMBER 2015

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015 NORM (ABNORM)	ACTIVITY FOR MONTH 11/30/2015 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
200.000-ADMINISTRATION		1,268,692.00	1,268,692.00	548,194.14	80,073.72	720,497.86	43.21
276.000-CEMETERY		91,125.00	91,125.00	50,735.31	6,983.46	40,389.69	55.68
295.000-SENIOR TRANSPORTATION		72,480.00	72,480.00	18,120.00	0.00	54,360.00	25.00
300.000-POLICE		2,451,146.00	2,451,146.00	974,135.80	168,639.18	1,477,010.20	39.74
335.000-FIRE		998,090.00	998,090.00	473,269.28	39,208.06	524,820.72	47.42
346.000-AMBULANCE		2,075.00	2,075.00	74.71	0.00	2,000.29	3.60
440.000-DEPT. OF PUBLIC WORKS		806,725.00	806,725.00	319,725.94	55,247.63	486,999.06	39.63
690.000-PARKS AND RECREATION		129,785.00	129,785.00	56,167.08	6,574.87	73,617.92	43.28
732.000-HISTORICAL DEPOT		30,275.00	30,275.00	6,238.04	1,081.13	24,036.96	20.60
800.000-CABLE COMMISSION		5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
802.000-CULTURAL ARTS		1,750.00	1,750.00	496.96	0.00	1,253.04	28.40

Fund 101 - GENERAL FUND:

TOTAL EXPENDITURES

5,857,143.00	5,857,143.00	2,447,157.26	357,808.05	3,409,985.74	41.78
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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 11/30/2015

FINANCIAL REPORT FOR NOVEMBER 2015

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015 NORM (ABNORM)	ACTIVITY FOR MONTH 11/2015 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 202 - MAJOR STREETS							
212.000-ACCOUNTANT		3,500.00	3,500.00	4,080.00	0.00	(580.00)	116.57
451.000		200,000.00	200,000.00	83.58	0.00	199,916.42	0.04
463.000-STREET-ROUTINE MAINT.		145,560.00	145,560.00	70,284.52	17,723.62	75,275.48	48.29
474.000-TRAFFIC SERVICES		12,400.00	12,400.00	4,220.97	1,596.61	8,179.03	34.04
478.000-SNOW PLOWING		85,550.00	85,550.00	7,257.13	1,568.90	78,292.87	8.48
479.000-SNOW REMOVAL		3,700.00	3,700.00	129.91	0.00	3,570.09	3.51
485.000-TRANSFER BETWEEN FUNDS		146,113.00	146,113.00	0.00	0.00	146,113.00	0.00
491.000-STORM SEWER		7,350.00	7,350.00	6,582.44	723.67	767.56	89.56
Fund 202 - MAJOR STREETS:							
TOTAL EXPENDITURES		604,173.00	604,173.00	92,638.55	21,612.80	511,534.45	15.33
Fund 203 - LOCAL STREETS							
212.000-ACCOUNTANT		3,500.00	3,500.00	4,080.00	0.00	(580.00)	116.57
451.000		100,000.00	100,000.00	473.62	0.00	99,526.38	0.47
463.000-STREET-ROUTINE MAINT.		135,045.00	135,045.00	56,405.34	13,305.75	78,639.66	41.77
474.000-TRAFFIC SERVICES		6,600.00	6,600.00	2,524.76	493.71	4,075.24	38.25
478.000-SNOW PLOWING		73,750.00	73,750.00	4,562.03	1,465.87	69,187.97	6.19
491.000-STORM SEWER		13,600.00	13,600.00	10,586.54	1,674.25	3,013.46	77.84
Fund 203 - LOCAL STREETS:							
TOTAL EXPENDITURES		332,495.00	332,495.00	78,632.29	16,939.58	253,862.71	23.65

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 11/30/2015

FINANCIAL REPORT FOR NOVEMBER 2015

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 11/30/2015 NORM (ABNORM)	ACTIVITY FOR MONTH 11/30/2015 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER & SEWER							
452.000		0.00	0.00	905.95	0.00	(905.95)	100.00
540.000-WATER / REPAIR		158,100.00	158,100.00	29,555.43	4,203.32	128,544.57	18.69
550.000-SEWER / REPAIR		145,500.00	145,500.00	30,784.24	2,646.73	114,715.76	21.16
555.000		490,000.00	490,000.00	208,715.33	41,707.49	281,284.67	42.59
556.000-WATER		1,031,060.00	1,031,060.00	522,398.50	49,905.60	508,661.50	50.67
557.000-WASTEWATER		1,543,267.00	1,543,267.00	501,463.62	81,968.89	1,041,803.38	32.49
Fund 592 - WATER & SEWER:							
TOTAL EXPENDITURES		3,367,927.00	3,367,927.00	1,293,823.07	180,432.03	2,074,103.93	38.42

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 01 GEN FUND CHECKING						
11/12/2015	01	67931	MISC	KURT LINELL	TAX REFUND 21.30.478.057	226.70
11/12/2015	01	67932	MISC	RACHEL BAKER	OVERPAYMENT 21.30.408.019	2,281.64
11/12/2015	01	67933	0561	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTIONS - 11/13/15	573.75
11/12/2015	01	67934	0364	DOUGLAS BAAKI	TUITION REIMBURSEMENT	800.00
11/12/2015	01	67935	3019	BIFANO EYE CARE	VISION INSURANCE - OCT 2015	345.42
11/12/2015	01	67936	5441	BRIGHTON AREA FIRE DEPT.	LARGE TRUCK EXTRICATION COURSE - CONRAD	380.00
11/12/2015	01	67937	3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION - 11/13/15	578.26
11/12/2015	01	67938	0317	DTE ENERGY	ELECTRIC SERVICE 9/24-10/26/15	22,246.57
11/12/2015	01	67939	0084	DUNCAN DISPOSAL SYSTEMS, LLC	NOVEMBER 1, 2015 STATEMENT	41,707.49
					DUMPSTER&RECYCLING - NOVEMBER 2015	433.62
						42,141.11
11/12/2015	01	67940	3702	MICHAEL KENNEDY	BREAKFAST FOR SATURDAY TRAINING	44.40
11/12/2015	01	67941	1509	MARTIN'S DO IT BEST	PAPER TOWEL	27.98
					OCTOBER 2015 STATEMENT	1,140.93
					OCTOBER 2015 STATEMENT	38.66
						1,207.57
11/12/2015	01	67942	7743	MICHIGAN MUNICIPAL LEAGUE'	CDL DRUG/ALCOHOL ANNUAL TESTING FEE	700.00
11/12/2015	01	67943	0470	MISDU	PAYROLL DEDUCTIONS - 11/13/15	328.28
11/12/2015	01	67944	7931	NATIONAL FIRE CODES	2016 ON-LINE CODE ACCESS	1,305.00
11/12/2015	01	67945	3405	JEFFREY NOEHEL	PAINT FOR INTERIOR DOOR	16.98
11/12/2015	01	67946	5627	MARY NOVROCKI	FARM MKT MGR FEES	100.00
11/12/2015	01	67947	2646	OAKLAND COUNTY ASSOC OF	2016 DUES	60.00
11/12/2015	01	67948	1034	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS PROPERTY TAX - OCT 201	402.50
11/12/2015	01	67949	2641	OAKLAND COUNTY TREASURER	TAX REVOLVING FUND	9,652.81
11/12/2015	01	67950	2641	OAKLAND COUNTY TREASURER	W&S BILL 328 UNIVERSITY	255.62
11/12/2015	01	67951	0462	PETER'S TRUE VALUE HARDWARE	HEAT SHIELD FOR RADIO, WATER, BOLTS, CL	259.83
					KEY, OIL, BULB, PAINT, DRAIN COCK.	71.69
					OCTOBER 2015 STATEMENT	1,711.40
						2,042.92
11/12/2015	01	67952	5141	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTIONS - 11/13/15	599.00
11/12/2015	01	67953	0559	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTIONS - 11/13/15	245.00
11/12/2015	01	67954	5982	JOHN RACE	MILEAGE REIMBURSEMENT	75.33
11/12/2015	01	67955	0213	ROAD COMMISSION FOR OAKLAND	ROAD LEGEND & CROSS WALK STRIPING	4,428.19
11/12/2015	01	67956	5893	SAFEHUILT MICHIGAN, INC.	OCTOBER PERMIT FEES	4,097.57
11/12/2015	01	67957	3100	STATE OF MICHIGAN**	SEX OFFENDER REGISTRATION FEE	30.00
11/12/2015	01	67958	1465	TERMINEX PROCESSING CENTER	PEST CONTROL - CITY HALL	76.00
					PEST CONTROL - 318 W LAKE	58.00
						134.00
11/12/2015	01	67959	0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTIONS - 11/13/15	3,420.55
11/12/2015	01	67960	5925	W.H. GRIFFIN, TRUSTEE	PAYROLL DEDUCTION - 11/13/15	253.85
11/12/2015	01	67961	5731	WINDSTREAM	PHONE SERVICE	1,917.50
11/12/2015	01	67962	3854	SUSAN L. WINTERS	PAYROLL DEDUCTION - 11/13/15	220.94
11/12/2015	01	67963	3984	WOW! BUSINESS	INTERNET & CABLE SERVICE	124.28
11/12/2015	01	67964	5926	FRED DENTAI	MILEAGE REIMBURSEMENT 11/4/15	47.04
11/16/2015	01	67965	5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	19.50
					LAB SUPPLIES	39.00
						58.50

CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 11/12/2015 - 12/10/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
11/19/2015	01	67966	5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	26.00
11/19/2015	01	67967	0309	DENNIS BRIDSON	HEALTH INS REIMBURSEMENT	500.00
11/19/2015	01	67968	0283	CORRIGAN OIL CO.	GAS & DIESEL - OCT 2015	6,626.93
11/19/2015	01	67969	3455	EMPLOYEE HEALTH INSURANCE MGMT	RX CHARGES	6,128.73
11/19/2015	01	67970	2415	HURON VALLEY AMBULANCE, INC	OWI BLOOD DRAW	50.00
11/19/2015	01	67971	0138	LAKELAND PRINTING	PRINTING: INVITATIONS & BUSINESS CARDS	418.50
11/19/2015	01	67972	7743	MICHIGAN MUNICIPAL LEAGUE,	CLASSIFIED AD - W&S OPERATOR	29.50
11/19/2015	01	67973	5627	MARY NOVROCKI	FARM MKT MGR FEES	100.00
11/19/2015	01	67974	3004	OBSERVER & ECCENTRIC NEWSPAPER	ELECTION NOTICES & CLASSIFIED EMPLOYMEN	709.00
11/19/2015	01	67975	3691	START RESCUE	FIREGROUND EMERGENCY TRAINING	1,900.00
11/19/2015	01	67976	1465	TERMINEX PROCESSING CENTER	1 YR PEST CONTROL SVC - CITY HALL	294.88
11/19/2015	01	67977	6033	VISICOM SERVICES, INC.	TECHNOLOGY & MAINT FEES, JULY - OCT 201	8,448.52
11/19/2015	01	67978	3984	WOW! BUSINESS	INTERNET SERVICE	46.97
					CABLE SERVICE	107.14
					PARK SECURITY	62.00
						216.11
11/25/2015	01	67979	MISC	Singh Homes II, Inc	BD PAYMENT REFUND PAID PLAN REVIEW 2X	141.75
11/25/2015	01	67980	MISC	DARLENE COLLINS	TAX OVERPAYMENT 80.21.19.227.149	412.87
11/25/2015	01	67981	5264	BUSCH'S	SUPPLIES	31.69
11/25/2015	01	67982	3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION - 11/25/15	578.26
11/25/2015	01	67983	3165	CONSUMERS ENERGY^	GAS SERVICE	35.74
					GAS SERVICE	80.53
					GAS SERVICE	51.61
						167.88
11/25/2015	01	67984	0962	D&G NATURES WAY LAWN CARE	PREPAY FERT/WEED CONTROL - 219 WHIPPLE	445.37
					PREPAY FERT/WEED CONTROL - WITCHES HAT	369.42
						814.79
11/25/2015	01	67985	1334	LISA DEATON	MILEAGE REIMB (2 TRIPS TO PONTIAC)	86.26
11/25/2015	01	67986	6115	MARY DEDAKIS	COUNCIL PAY - NOV 2015	180.00
11/25/2015	01	67987	0584	DTE ENERGY	ELECTRIC SERVICE	53.62
					ELECTRIC SERVICE	67.39
						121.01
11/25/2015	01	67988	6061	MATTHEW EMERY	VIDEO 2 COUNCIL MEETINGS	100.00
11/25/2015	01	67989	6113	JOHN GALEAS, JR	COUNCIL PAY - NOV 2015	220.00
11/25/2015	01	67990	0557	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTIONS - NOV 2015	261.77
11/25/2015	01	67991	3955	JOHNSON, ROSATI, SCHULTZ &	CITY ATTORNEY RETAINER WORK	9,064.00
					MI TAX TRIBUNAL MATTERS	325.00
						9,389.00
11/25/2015	01	67992	3702	MICHAEL KENNEDY	FOOD FOR OFFICER MEETING	36.02
11/25/2015	01	67993	2586	GLENN KIVELL	COUNCIL PAY - NOV 2015	180.00
11/25/2015	01	67994	3398	MICHAEL KRAMER	COUNCIL PAY - NOV 2015	180.00
11/25/2015	01	67995	6114	MARGARET KURTZWEIL	COUNCIL PAY - NOV 2015	180.00
11/25/2015	01	67996	6110	I3 MOBILE-VISION INC	MOBILE VIDEO SYS MAINT AGREEMENT	2,433.00
11/25/2015	01	67997	3520	METLIFE - GROUP BENEFITS	DENTAL INS PREMIUMS	4,743.67
11/25/2015	01	67998	0662	MICHIGAN STATE FIREMEN'S ASSOC	2016 MEMBERSHIP	75.00
11/25/2015	01	67999	0470	MISDU	PAYROLL DEDUCTIONS - 11/25/15	328.28
11/25/2015	01	68000	0218	PARKSIDE CLEANERS	RUG CLEANING	43.00
11/25/2015	01	68001	8896	MARK G. POPRAVSKY	FALL WINTERIZATION - DEPOT/CHURCH	90.00
11/25/2015	01	68002	0213	ROAD COMMISSION FOR OAKLAND	TRAFFIC SIGNAL MAINT. - OCT 2015	372.14

CHECK REGISTER FOR CITY OF SOUTH LYON
 CHECK DATE FROM 11/12/2015 - 12/10/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
11/25/2015	01	68003	3756	JOSEPH RYZYI	COUNCIL PAY - NOV 2015	180.00
11/25/2015	01	68004	5554	SALEM-SOUTH LYON DISTRICT	TAXES DUE TO LIBRARY	9,961.01
11/25/2015	01	68005	0461	SOUTH LYON COMMUNITY SCHOOLS	TAXES DUE TO SCHOOLS	73,664.35
11/25/2015	01	68006	1732	STANDARD INSURANCE COMPANY	LIFE & DISABILITY INSURANCE	2,398.18
11/25/2015	01	68007	3653	TOSHIBA BUSINESS SOLUTIONS	COPY CHARGE	67.41
11/25/2015	01	68008	0062	VANTAGEPOINT TRANSFERS	PLAN 301149 PAYROLL DEDUCTIONS - 11/25	3,388.13
11/25/2015	01	68009	5071	VFIS	2016 SUPPLEMENTAL INSURANCE	2,225.00
11/25/2015	01	68010	5925	W.H. GRIFFIN, TRUSTEE	PAYROLL DEDUCTION - 11/25/15	253.85
11/25/2015	01	68011	1378	HARVEY WEDELL	COUNCIL PAY - NOV 2015	0.00
				Void Reason: DAMAGED IN MAIL		V
11/25/2015	01	68012	3854	SUSAN L. WINTERS	PAYROLL DEDUCTION - 11/25/15	231.09
11/25/2015	01	68013	6636	LYNNE LADNER	NOVEMBER CAR ALLOWANCE	350.00
11/25/2015	01	68014	6089	JUDY PIEPER	PAYROLL CORRECTION	129.12
12/03/2015	01	68015	MISC	LUCY HEYMAN	UB refund for account: WILL-000584-0000	24.72
12/03/2015	01	68016	5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	13.00
12/03/2015	01	68017	5374	AT&T MOBILITY	CELL PHONE SERVICE	366.14
12/03/2015	01	68018	3165	CONSUMERS ENERGY^	GAS SERVICE	96.63
					GAS SERVICE	68.97
					GAS SERVICE	135.72
					GAS SERVICE	119.04
					GAS SERVICE	1,455.86
					GAS SERVICE	357.98
						2,234.20
12/03/2015	01	68019	0962	D&G NATURES WAY LAWN CARE	PREPAY FERTILIZE/WEED CONTROL - 2016	491.54
					PREPAY WEED&FEED BAKER PARK - 2016	256.59
						748.13
12/03/2015	01	68020	0317	DTE ENERGY	STREETLIGHTS	8,019.16
12/03/2015	01	68021	0584	DTE ENERGY	ELECTRIC SERVICE	461.07
					ELECTRIC SERVICE	137.00
					ELECTRIC SERVICE	325.20
					ELECTRIC SERVICE	114.71
					ELECTRIC SERVICE	1,142.71
12/03/2015	01	68022	0584	DTE ENERGY	ELECTRIC SERVICE	2,180.69
12/03/2015	01	68023	5800	NORMA LAFEVER	CEDAR ROPING FOR LIGHT POLES	1,025.82
12/03/2015	01	68024	6018	MI-AWWA	CROSS CONNECTION SEMINAR-ERDMANN&GEHRIN	1,991.00
12/03/2015	01	68025	0662	MICHIGAN STATE FIREMEN'S ASSOC	FTRE ACADEMY BOOKS	290.00
12/03/2015	01	68026	5183	OAKLAND COUNTY TREASURERS	BOARD OF CANVASSERS&ELECTION PROGRAMMIN	269.42
12/03/2015	01	68027	6097	PAUL PETERS	COOL YULE ENTERTAINMENT	331.12
12/03/2015	01	68028	1199	PNC BANK	COOL YULE SIGN/BANNERS, TRAINING 2 NEW	150.00
12/03/2015	01	68029	3804	RICOH USA, INC.	COPY CHARGES	549.25
12/03/2015	01	68030	0055	SAM'S CLUB DIRECT	BIDG SUPPLIES, HALLOWEEN CANDY	250.36
12/03/2015	01	68031	3009	SCHINDLER ELEVATOR CORP.	MONTHLY ELEVATOR MAINT.	548.50
12/03/2015	01	68032	5993	STATE OF MICHIGAN	RENEW WATER LICENSE - BEASON	408.21
12/03/2015	01	68033	1465	TERMINEX PROCESSING CENTER	PEST CONTROL - 318 W LAKE ST	95.00
						58.00
12/03/2015	01	68034	3675	TOSHIBA FINANCIAL SERVICES	COPIER LEASES	1,483.80
					COPIER LEASE	84.00
						1,567.80
12/03/2015	01	68035	3984	WOW! BUSINESS	CABLE BOX	10.00
					INTERNET SERVICE	35.97

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 335.000 FIRE					
101-335.000-740.000	OPERATING EXPENSE	W4 SIGNS	HELMET NAMES	21.00	
101-335.000-802.000	CONTRACTUAL SVCS	DUNCAN DISPOSAL SYSTEMS, QUENCH	DUMPSTERS & RECYCLING ~ DECEMBER 1, 2	38.14	
101-335.000-802.000	CONTRACTUAL SVCS		WATER COOLER	117.00	
101-335.000-851.000	RADIO MAINTENANCE	CYNERGY PRODUCTS	RADIO BATTERY CONDITIONER	1,237.25	
101-335.000-851.000	RADIO MAINTENANCE	US FIRECOM	3 MINITOR RADIOS	895.96	
101-335.000-863.000	VEHICLE MAINTENANCE	GRAINGER	HALOGEN LIGHT BULBS	31.56	
101-335.000-863.000	VEHICLE MAINTENANCE	HERITAGE-CRYSTAL CLEAN,	OIL DRAINS CLEANED OUT-MECHANIC'S GAR	320.35	
101-335.000-930.000	REPAIR MAINTENANCE	APOLLO FIRE EQUIPMENT CO	CUTTERS EDGE SAW REPAIR	52.52	
101-335.000-930.000	REPAIR MAINTENANCE	APOLLO FIRE EQUIPMENT CO	SAW REPAIR	82.17	
101-335.000-930.000	REPAIR MAINTENANCE	TIME EMERGENCY EQUIPMENT	THERMAL IMAGER CHARGER	621.93	
101-335.000-931.000	BUILDING MAINTENANCE	ADVANCED SAFE & LOCK	DOOR LOCK BATTERY	36.00	
101-335.000-931.000	BUILDING MAINTENANCE	BECKWAY DOOR	REPLACE INTERIOR DOOR	1,270.00	
101-335.000-957.000	EDUCATION & TRAINING	CE SOLUTIONS	CONTINUING ED SOLUTIONS - FALLON	78.95	
101-335.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC	MEGA-MOVER, BIOHAZARD CLEAN-UP	191.50	
Total For Dept 335.000 FIRE				5,357.30	
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-727.000	OFFICE SUPPLIES	OFFICE EXPRESS	OFFICE SUPPLIES	92.67	
101-440.000-727.000	OFFICE SUPPLIES	OFFICE EXPRESS	OFFICE SUPPLIES	63.89	
101-440.000-740.000	OPERATING EXPENSE	ADVANCE AUTO PARTS	BATTERY FOR CHIPPER	117.02	
101-440.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	95.79	
101-440.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	AIR FILTER FOR BLOWER	28.11	
101-440.000-740.000	OPERATING EXPENSE	FLEETPRIDE	PART FOR LEAF MACHINE	26.26	
101-440.000-740.000	OPERATING EXPENSE	GRAINGER	VACUUM BELTS	5.60	
101-440.000-740.000	OPERATING EXPENSE	PARKSIDE CLEANERS	LEAF BAG REPAIR	50.00	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	1ST AID, PAPER & SAFETY SUPPLIES & GL	258.64	
101-440.000-740.000	OPERATING EXPENSE	STONE DEPOT	PALLETS OF ICE MELT SALT	165.00	
101-440.000-740.000	OPERATING EXPENSE	DUNCAN DISPOSAL SYSTEMS,	DUMPSTERS & RECYCLING - DECEMBER 1, 2	119.86	
101-440.000-802.000	CONTRACTUAL SVCS	CORRIGAN TOWING	T-7 TOWED FOR REPAIR	350.00	
101-440.000-863.000	VEHICLE MAINTENANCE	CYNERGY PRODUCTS	MOBILE RADIO REPAIR	113.75	
101-440.000-863.000	VEHICLE MAINTENANCE	HERITAGE-CRYSTAL CLEAN,	OIL DRAINS CLEANED OUT-MECHANIC'S GAR	907.80	
101-440.000-863.000	VEHICLE MAINTENANCE	INTERSTATE BILLING SERVI	HYDRAULIC HOSE, FITTINGS&OIL - T-9	179.23	
101-440.000-863.000	VEHICLE MAINTENANCE	INTERSTATE BILLING SERVI	HYDRAULIC FITTINGS & HOSE	53.96	
101-440.000-863.000	VEHICLE MAINTENANCE	WEST SHORE SIGNS, INC.	VEHICLE & EQUIPMENT DECALS	256.00	
101-440.000-923.000	STREET LIGHTING EXPENSE	GRAINGER	PARTS FOR PARKING LOT LIGHTS	40.68	
101-440.000-923.000	STREET LIGHTING EXPENSE	MCKAY	BALLAST REPL KITS-WELLS ST PARKING LO	792.93	
101-440.000-931.000	BUILDING MAINTENANCE	ABC SUPPLY CO.	ROOF REPAIR SUPPLIES	172.90	
101-440.000-931.000	NPDES PHASE 2 STORMWATER	HUBBELL, ROTH, & CLARK,	2015-16 STORM WATER PERMIT ASST.	1,239.70	
101-440.000-935.000	LAND IMPROVEMENTS	HORNET CONCRETE CO. INC.	CONCRETE FOR WHIPPLE ST PARKING LOT	502.00	
101-440.000-974.000	LAND IMPROVEMENTS	NORMAN LANDSCAPERS, INC.	TREES & STUMPS REMOVED & TREES TRIMME	7,555.00	
101-440.000-974.000	LAND IMPROVEMENTS	STONE DEPOT	TOPSOIL	48.60	
Total For Dept 440.000 DEPT. OF PUBLIC WORKS				13,235.39	
Dept 690.000 PARKS AND RECREATION					
101-690.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHNS @ PARKS	550.00	
101-690.000-930.000	REPAIR MAINTENANCE	ABC SUPPLY CO.	ROOF REPAIR SUPPLIES	232.20	
101-690.000-930.000	REPAIR MAINTENANCE	FUTURE ELECTRONICS LLC	REPL PARTS - BAKER PARK LIGHTS	221.70	
101-690.000-930.000	REPAIR MAINTENANCE	FUTURE ELECTRONICS LLC	PARTS FOR BAKER PARK LIGHTING	299.37	
Total For Dept 690.000 PARKS AND RECREATION				1,303.27	
Dept 732.000 HISTORICAL DEPOT					
101-732.000-931.000	BUILDING MAINTENANCE	MIRACLE RECREATION EQUIP	TRASH CAN LINER	36.00	

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Fund 101 GENERAL FUND					
Dept 732.000 HISTORICAL DEPOT					
101-732.000-931.000	BUILDING MAINTENANCE	STONE DEPOT	PALLET OF ICE MELT SALT	495.00	
		Total For Dept 732.000 HISTORICAL DEPOT		531.00	
		Total For Fund 101 GENERAL FUND		52,398.10	
Fund 202 MAJOR STREETS					
Dept 451.000					
202-451.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	2013 UPDATE OF ROAD MASTER PLAN	51.04	
		Total For Dept 451.000		51.04	
Dept 463.000 STREET-ROUTINE MAINT.					
202-463.000-740.000	OPERATING EXPENSE	SOUTHEASTERN EQUIPMENT C	SWEEPER BROOMS	584.55	
202-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL	225.00	
202-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (340 YARDS)	510.00	
202-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (210 YARDS)	315.00	
202-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (320 YARDS)	480.00	
202-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (80 YARDS)	120.00	
		Total For Dept 463.000 STREET-ROUTINE MAINT.		2,234.55	
Dept 474.000 TRAFFIC SERVICES					
202-474.000-740.000	OPERATING EXPENSE	HUNT SIGN CO., LTD	"STOP AHEAD" SIGNS	126.40	
		Total For Dept 474.000 TRAFFIC SERVICES		126.40	
Dept 478.000 SNOW PLOWING					
202-478.000-740.000	OPERATING EXPENSE	KNAPHEIDE TRUCK EQUIPMEN	SALT SPREADER HYDRAULIC MOTORS	1,419.70	
		Total For Dept 478.000 SNOW PLOWING		1,419.70	
Fund 203 LOCAL STREETS					
Dept 451.000					
203-451.000-802.100	CONTRACTUAL SERVICES	Total For Fund 202 MAJOR STREETS		3,831.69	
		HUBBELL, ROTH, & CLARK,	2013 UPDATE OF ROAD MASTER PLAN	289.30	
		Total For Dept 451.000		289.30	
Dept 463.000 STREET-ROUTINE MAINT.					
203-463.000-740.000	OPERATING EXPENSE	SOUTHEASTERN EQUIPMENT C	SWEEPER BROOMS	314.76	
203-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL	225.00	
203-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (340 YARDS)	510.00	
203-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (210 YARDS)	315.00	
203-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (320 YARDS)	480.00	
203-463.000-930.000	REPAIR MAINTENANCE	STONE DEPOT	LEAF DISPOSAL (80 YARDS)	120.00	
		Total For Dept 463.000 STREET-ROUTINE MAINT.		1,964.76	
Dept 474.000 TRAFFIC SERVICES					
203-474.000-740.000	OPERATING EXPENSE	HUNT SIGN CO., LTD	"NO PARKING" SIGNS	60.60	
203-474.000-740.000	OPERATING EXPENSE	HUNT SIGN CO., LTD	"STOP AHEAD" SIGNS	243.00	
		Total For Dept 474.000 TRAFFIC SERVICES		303.60	
Dept 478.000 SNOW PLOWING					
203-478.000-740.000	OPERATING EXPENSE	KNAPHEIDE TRUCK EQUIPMEN	SALT SPREADER HYDRAULIC MOTORS	764.45	
		Total For Dept 478.000 SNOW PLOWING		764.45	
		Total For Fund 203 LOCAL STREETS		3,322.11	

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CHECKS TO BE APPROVED 12/14/2015					
OPEN					
Fund 592 WATER & SEWER					
Dept 540.000 WATER / REPAIR					
592-540.000-930.000	REPAIR MAINTENANCE	EJ USA, INC.	9 MILE FIRE HYDRANT REPAIR	655.43	
		Total For Dept 540.000 WATER / REPAIR		655.43	
Dept 550.000 SEWER / REPAIR					
592-550.000-930.000	REPAIR MAINTENANCE	ANTONIO HERNANDEZ	REIMB FOR INSTALL OF 150' SEWER LINE	4,000.00	
592-550.000-930.000	REPAIR MAINTENANCE	PLUMBERS SERVICE	CABLED SANITARY LINE - 424 DOROTHY	256.50	
		Total For Dept 550.000 SEWER / REPAIR		4,256.50	
Dept 555.000					
592-555.000-818.100	REFUSE COLLECTION (CONTRACTUAL	DUNCAN DISPOSAL SYSTEMS,	DECEMBER 1, 2015 STATEMENT	41,762.88	
		Total For Dept 555.000		41,762.88	
Dept 556.000 WATER					
592-556.000-721.000	UNIFORMS & CLEANING ALLOWANCE	PARKSIDE CLEANERS	UNIFORMS EMBROIDERED	26.00	
592-556.000-727.000	OFFICE SUPPLIES	OFFICE EXPRESS	OFFICE SUPPLIES	18.78	
592-556.000-740.000	OPERATING EXPENSE	ARBOR SPRINGS WATER CO.,	LAB SUPPLIES	39.00	
592-556.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	ACCOUNT CORRECTION - CREDIT TAKEN 2X	12.56	
592-556.000-740.000	OPERATING EXPENSE	EJ USA, INC.	CURB BOX KEY	30.32	
592-556.000-740.000	OPERATING EXPENSE	ETNA SUPPLY	CURB BOX KEYS & WRENCH	353.58	
592-556.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	236.35	
592-556.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	297.89	
592-556.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	43.57	
592-556.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	417.68	
592-556.000-740.000	OPERATING EXPENSE	IDEXX LABORATORIES*	LAB SUPPLIES	1,210.56	
592-556.000-740.000	OPERATING EXPENSE	PEERLESS MIDWEST, INC.	REPAIR WELL #6 VFD	440.00	
592-556.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	1ST AID & PAPER SUPPLIES & GLOVES	52.22	
592-556.000-740.000	OPERATING EXPENSE	UTILITIES INSTRUMENTATIO	WWTP ROUTINE CALIBRATIONS&ALARMS&METE	381.00	
592-556.000-740.000	OPERATING EXPENSE	UTILITIES INSTRUMENTATIO	RECALIBRATE & ADJUST FLOW METERS	254.00	
592-556.000-802.000	CONTRACTUAL SVCS	DUNCAN DISPOSAL SYSTEMS,	DUMPSTERS & RECYCLING - DECEMBER 1, 2	49.05	
592-556.000-863.000	VEHICLE MAINTENANCE	HERITAGE-CRYSTAL CLEAN,	OIL DRAINS CLEANED OUT-MECHANIC'S GAR	320.35	
592-556.000-863.000	VEHICLE MAINTENANCE	WEST SHORE SIGNS, INC.	VEHICLE & EQUIPMENT DECALS	40.00	
592-556.000-900.000	PRINTING	LAKELAND PRINTING	DOOR HANGER NOTICES	131.00	
592-556.000-931.000	BUILDING MAINTENANCE	ELHORN ENGINEERING COMPA	CHEMICAL FEED PUMP & PARTS	1,618.79	
592-556.000-931.000	BUILDING MAINTENANCE	RAM CONSTRUCTION SERVICE	GROUND STORAGE TANK CRACK REPAIR	7,850.00	
		Total For Dept 556.000 WATER		13,822.70	
Dept 557.000 WASTEWATER					
592-557.000-721.000	UNIFORMS & CLEANING ALLOWANCE	PARKSIDE CLEANERS	UNIFORMS EMBROIDERED	26.00	
592-557.000-727.000	OFFICE SUPPLIES	OFFICE EXPRESS	OFFICE SUPPLIES	18.78	
592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	31.93	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, INC	WW ANALYSIS	41.25	
592-557.000-740.000	OPERATING EXPENSE	CHEMTRADE CHEMICALS US L	ALUMINUM SULFATE	5,109.97	
592-557.000-740.000	OPERATING EXPENSE	CUMMINS BRIDGEWAY, LLC	LIFT STATION GENERATOR REPAIRED	697.05	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	214.14	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	305.72	
592-557.000-740.000	OPERATING EXPENSE	KROPF MECHANICAL SERVICE	HVAC & DETECTOR INSPECTED	215.00	
592-557.000-740.000	OPERATING EXPENSE	MCNAUGHTON-MCKAY	ACTIFLOW PRESSURE SWITCH	294.86	
592-557.000-740.000	OPERATING EXPENSE	O'REILLY AUTO PARTS	COMPRESSOR OIL	12.99	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	1ST AID & PAPER SUPPLIES & GLOVES	52.21	
592-557.000-740.000	OPERATING EXPENSE	REPUBLIC SERVICES #241	PLANT SCREENINGS REMOVAL	717.23	
592-557.000-740.000	OPERATING EXPENSE	STONE DEPOT	GRAVEL FOR DRYING BEDS	270.00	
592-557.000-802.000	CONTRACTUAL SVCS	UTILITIES INSTRUMENTATIO	WWTP ROUTINE CALIBRATIONS&ALARMS&METE	381.00	
		DUNCAN DISPOSAL SYSTEMS,	DUMPSTERS & RECYCLING - DECEMBER 1, 2	49.04	

OPEN

CHECKS TO BE APPROVED 12/14/2015

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER & SEWER					
Dept 557.000 WASTEWATER					
592-557.000-931.000	BUILDING MAINTENANCE	BIOTECH AGRONOMICS INC	SLUDGE REMOVAL	39,246.00	
592-557.000-970.000	CAPITOL IMPROVEMENTS+	PROFESSIONAL PUMP INC	KAESER OMEGA DEWATERING BLOWER	8,266.41	
		Total For Dept 557.000 WASTEWATER		55,949.58	
		Total For Fund 592 WATER & SEWER		116,447.09	

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CHECKS TO BE APPROVED 12/14/2015

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	52,398.10	
			Fund 202 MAJOR STREETS	3,831.69	
			Fund 203 LOCAL STREETS	3,322.11	
			Fund 592 WATER & SEWER	116,447.09	
			Total For All Funds:	175,998.99	

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

John Galeas, Jr., Mayor

November 2015 Payroll Report								
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Administration								
Badarak, A.	18.4000	160.00		\$ 2,944.00	\$ -	\$ 482.49	\$ 3,426.49	Ins Stipend
Ciarelli, J.	15.8900	85.50		\$ 1,358.60	\$ -		\$ 1,358.60	
Deaton, L.				\$ 4,720.38			\$ 4,720.38	
Ladner, L.				\$ 6,923.06			\$ 6,923.06	
Lanning, W.	10.4200	31.25		\$ 325.63			\$ 325.63	
Lyon, Thomas	17.6700	72.00		\$ 1,272.24			\$ 1,272.24	
McIntyre, K.	20.0000	101.75		\$ 2,035.00			\$ 2,035.00	
Mosier, L.				\$ 4,393.48		\$ 482.49	\$ 4,875.97	Ins Stipend
Judy Pieper	16.4500	160.00	13.50	\$ 2,632.00	\$ 333.11		\$ 2,965.11	
TOTAL: Administration		610.50	13.50	\$ 26,604.38	\$ 333.11	\$ 964.98	\$ 27,902.47	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Cemetery								
Bjerke, Michael	11.3800	34.00		\$ 386.92			\$ 386.92	
Brannun, L.	11.3800	38.00		\$ 432.44			\$ 432.44	
Nicholls, William	11.3800	27.00		\$ 307.26			\$ 307.26	
Wauford, S.	11.3800	34.00		\$ 386.92			\$ 386.92	
Wedesky, J. W.	11.3800	34.00		\$ 386.92			\$ 386.92	
Williamson, N.	12.1000	38.00		\$ 459.80			\$ 459.80	
TOTAL: Cemetery		205.00	0.00	2360.26	0.00	0.00	2360.26	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Police								
Baaki, D.	34.3707	160.00	8.00	\$ 5,499.31	\$ 421.68		\$ 5,920.99	
Baker, A.	31.6712	160.00	1.00	\$ 5,067.39	\$ 48.44		\$ 5,115.84	
Baker, J.	34.3707	160.00	2.00	\$ 5,499.31	\$ 104.99		\$ 5,604.30	
Barbour, R.	31.6712	160.00		\$ 5,067.39	\$ -		\$ 5,067.39	
Brooks, T.	31.6712	168.00	4.50	\$ 5,320.76	\$ 448.33		\$ 5,769.09	
Collins, L.				\$ 6,988.84		\$ 482.49	\$ 7,471.33	Ins. Stipend
Faught, C.	34.3707	160.00		\$ 5,499.31	\$ -		\$ 5,499.31	
Garris, G.	16.5300			\$ -			\$ -	
Hoydic, S	31.6712	160.00	31.00	\$ 5,067.39	\$ 1,508.48		\$ 6,575.87	
Krettlin, F.	16.5300	19.00		\$ 314.07			\$ 314.07	
Lambi, A.	10.0000	111.00		\$ 1,110.00			\$ 1,110.00	
Laraway, P.	16.5300	19.00		\$ 314.07			\$ 314.07	
Ley, K.	16.5300	18.00		\$ 297.54			\$ 297.54	
Raap, T.	31.6712	160.00	6.50	\$ 5,067.39	\$ 314.89	\$ 482.49	\$ 5,864.77	Ins. Stipend
Regentik, C.	18.4000	160.00		\$ 2,944.00	\$ -	\$ 482.49	\$ 3,426.49	Ins. Stipend
Sederlund, C.	34.3707	160.00	3.00	\$ 5,499.31	\$ 158.13	\$ 482.49	\$ 6,139.93	Ins. Stipend
Sovik, C.	36.6103	164.00	8.00	\$ 6,004.09	\$ 448.55	\$ 3,064.41	\$ 9,517.05	Longevity & Vac Payout
Sroufe, T.	31.6712	160.00	3.50	\$ 5,067.39	\$ 169.55	\$ 482.49	\$ 5,719.44	Ins. Stipend
Stevens, T.	31.6712	160.00	13.00	\$ 5,067.39	\$ 626.96		\$ 5,694.35	
Tomanek, J.	31.6712	160.00	17.00	\$ 5,067.39	\$ 823.55		\$ 5,890.94	
Walton, T.	31.6712	160.00	7.50	\$ 5,067.39	\$ 363.33		\$ 5,430.72	
Wilcox, W.	11.7900	24.00		\$ 282.96	\$ -		\$ 282.96	
Wilcox, W.	16.5300	19.00		\$ 314.07	\$ -		\$ 314.07	
Wittrock, M.	31.6712	160.00	1.50	\$ 5,067.39	\$ 72.34		\$ 5,139.73	
Total: Police		2782.00	106.50	\$ 91,494.18	\$ 5,509.23	\$ 5,476.86	\$ 102,480.27	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Fire								
Armstrong, C.	21.3200	22.25		\$ 474.37			\$ 474.37	
Bach, R.	8.3100	56.00		\$ 465.36			\$ 465.36	
Bromley, E.	14.5900	18.00		\$ 262.62			\$ 262.62	
Carlington, R.	16.8300	62.75		\$ 1,056.08			\$ 1,056.08	
Collins, B.	8.3100	24.50		\$ 203.60			\$ 203.60	
Conrad, C.	14.5900	94.00		\$ 1,371.46			\$ 1,371.46	
Demeniuk, C.	20.2000	55.25		\$ 1,116.05			\$ 1,116.05	
Esper, T.	14.5900	19.25		\$ 280.86			\$ 280.86	
Fallon, Justin	14.5900	19.75		\$ 288.15			\$ 288.15	
Kennedy, M.				\$ 2,225.66			\$ 2,225.66	
LaCroix, L.	15.7100	48.25		\$ 758.01			\$ 758.01	
Lynn, C.	16.8300	11.25		\$ 189.34			\$ 189.34	
McGillen, T.	16.8300	31.50		\$ 530.15			\$ 530.15	
Mitchell, Dean	14.5900	2.75		\$ 40.12			\$ 40.12	
Moynihan, B.	17.9500	45.00		\$ 807.75			\$ 807.75	
Noechel, J.	20.2000	118.25		\$ 2,388.65			\$ 2,388.65	
Olando, Michael	14.5900	14.25		\$ 207.91			\$ 207.91	
Shekell, J.	20.2000	23.75		\$ 479.75			\$ 479.75	
Sherrill, Cody	8.3100	57.50		\$ 477.83			\$ 477.83	
Shippe, S.	16.8300	14.50		\$ 244.04			\$ 244.04	
Tooman, Brittany	8.3100	8.00		\$ 66.48			\$ 66.48	
Ulrich, C.	16.8300	16.75		\$ 281.90			\$ 281.90	
Weir, M.	22.4400	68.25		\$ 1,531.53			\$ 1,531.53	
Wilson, T.	17.9500	48.50		\$ 870.58			\$ 870.58	
Total: Fire		880.25		\$ 16,618.23		\$ -	\$ 16,618.23	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
D.P.W.								
Abramowicz, J.	16.8400	160.00	6	\$ 2,694.40	\$ 151.56		\$ 2,845.96	
Archey, Ja.	22.7800	160.00	21.50	\$ 3,644.80	\$ 745.41	\$ 120.00	\$ 4,510.21	On-call
Brock, R.	24.7000	160.00	17.00	\$ 3,952.00	\$ 645.83	\$ 440.00	\$ 5,037.83	On-call
Buers, D.	23.1600	160.00		\$ 3,705.60	\$ -		\$ 3,705.60	
Dentai, F.	18.0000	160.00	18.00	\$ 2,880.00	\$ 486.00		\$ 3,366.00	
Jamison, M.	18.4000	160.00		\$ 2,944.00	\$ -		\$ 2,944.00	
Moritz, M.	21.5800	160.00	6.50	\$ 3,452.80	\$ 215.09	\$ 1,280.00	\$ 4,947.89	Longevity & On-call
Paver, V.	21.1800	160.00	15.00	\$ 3,388.80	\$ 484.05	\$ 900.00	\$ 4,772.85	Longevity & On-call
Plasecki, T.	19.9800	160.00	21.00	\$ 3,196.80	\$ 629.37		\$ 3,826.17	
Race, J.	15.2600	160.00	26.50	\$ 2,441.60	\$ 606.59	\$ 80.00	\$ 3,128.19	On-call
Valencia, A.	15.6600	160.00	6.00	\$ 2,505.60	\$ 140.94		\$ 2,646.54	
Total: D.P.W.		1,760.00	137.50	\$ 34,806.40	\$ 4,104.83	\$ 2,820.00	\$ 41,731.23	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
W.&W.W.								
Archey, Ju.	18.4000	160		\$ 2,944.00	\$ -		\$ 2,944.00	
Armstrong, C.	15.9800	160	3.00	\$ 2,556.80	\$ 71.91	\$ 280.00	\$ 2,908.71	On-call
Beason, R.	26.7900	160	8.00	\$ 4,286.40	\$ 248.04		\$ 4,534.44	
Ciaramitaro, J.	25.2400	160	8.00	\$ 4,038.40	\$ 308.64	\$ 560.00	\$ 4,907.04	On-call
Erdmann, Kevin	15.9800	160		\$ 2,556.80	\$ -		\$ 2,556.80	
Gehring, D.	24.6400	160	17.50	\$ 3,942.40	\$ 655.55	\$ 360.00	\$ 4,957.95	On-call
Martin, R.				\$ 6,532.26	\$ -		\$ 6,532.26	
Popravsky, P.	20.4100	160		\$ 3,265.60	\$ -		\$ 3,265.60	
Sahl, L.	10.2000	64		\$ 652.80	\$ -		\$ 652.80	
Total: W.&W.W.		1344.00	34.50	\$ 30,775.46	\$ 1,284.14	\$ 1,200.00	\$ 33,259.60	
Grand Total		7,581.75	292.00	\$ 202,658.90	\$ 11,231.30	\$ 10,461.84	\$ 224,352.05	

AGENDA NOTE

Old Business: Item #

MEETING DATE: December 13, 2015

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Consider renewal of lease agreement with SLARA for two year term

EXPLANATION OF TOPIC: Following the input of Councilwoman Kurtzweil the SLARA lease as it was presented at the last meeting has been modified and distributed to the Council for additional comments. The City Attorney received no additional comments so the attached versions both clean and redline show the changes to the lease agreement from the version as it was proposed at the last meeting.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of the lease agreement as proposed at the last meeting redlined to show changes, clean copy of the new lease agreement with the modifications for approval

POSSIBLE COURSES OF ACTION: Authorize the renewal of the lease agreement between the City of South Lyon and the South Lyon Area Recreation Authority for the property at 318 W Lake St for a two year term. Renegotiate the lease agreement with different terms. Choose not to renew the lease.

RECOMMENDATION: . Authorize the renewal of the modified lease agreement between the City of South Lyon and the South Lyon Area Recreation Authority for the property at 318 W Lake St for a two year term.

SUGGESTED MOTION: Motion by _____, supported by _____ to Authorize the renewal of the modified lease agreement between the City of South Lyon and the South Lyon Area Recreation Authority for the property at 318 W Lake St for a two year term and authorize the Mayor to sign the agreement.

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on this ____ day of _____, 2015, by and between the CITY OF SOUTH LYON, a Michigan municipal corporation, 335 S. Warren Street, South Lyon, Michigan 48178 ("Landlord"), and the SOUTH LYON AREA RECREATION AUTHORITY, a Michigan municipal corporation, 318 W. Lake Street, South Lyon, Michigan 48178 ("Tenant").

RECITALS

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

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

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

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

2. Term. The term of the Lease shall be two (2) years, commencing July 1, 2016 and ending June 30, 2018.

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

4. Rent. For and during the initial term of the Lease, Tenant shall pay to Landlord annual rent of \$9144.36 per year. The annual rent shall be payable in advance in equal monthly installments of \$762.03 per month. The monthly payment shall be due and payable on the first day of each calendar month at the following address 335 S. Warren Street, South Lyon, Michigan 48178 or at such other place designated by written notice from Landlord. Any rent payment not made by the fifth day of the month shall be considered overdue and in addition to Landlord's other remedies, Landlord may levy a late payment charge of \$25.00 per month on any overdue amount.

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

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

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

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

9. Utilities. Unless otherwise expressly agreed in writing by Landlord, all utilities, including, but not limited to, gas, electric, water, sewer, heat, telephone, internet) shall be paid by the Tenant.

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

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

12. Surrender of Premises. Tenant shall surrender the Premises to Landlord at the expiration of the term of this Lease broom clean and in the same condition as at the commencement of the Lease, excepting normal wear and tear and except that all improvements made to the Premises by Landlord and/or Tenant shall become the property of Landlord at no expense to Landlord.

13. Holding Over. If Tenant remains in possession of the Premises after the termination of the term of the Lease with the consent of the Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Rent for each month of the holdover will be 150% of the monthly rent installment amount payable during the last month of the term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the term. If Tenant holds over after the expiration of the term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include: a) the reasonable rental value of the Premises; b) any damages arising from the loss of any sale or lease of the Premises; c) any lost profits incurred by Landlord; and d) any treble, double, or statutory damages allowed under law.

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

15. Signs. Tenant may construct or place signs in accordance with the applicable ordinances governing signs subject to the written consent of the City of South Lyon.

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

- a. Fire Insurance. Tenant shall keep all furniture, records, and equipment on the Premises, including alterations, additions and improvements insured against loss or damage by fire with all standard extended coverage that may be required by any supplier or lien holder. The insurance shall be in an amount sufficient to cover Tenant for all risks or any event, in the full insurable value of the Premises occupied by Tenant and waive the right of recovering against the Landlord, excluding the cost of excavation and of foundations. If at any time there is a dispute as to the amount of such insurance, the same shall be settled by arbitration.
- b. Personal Injury and Property Damage Insurance. Insurance against liability for bodily injury and property damage and machinery insurance, all to be in amounts and in forms of insurance policies as may from time to time be specifically required by Landlord, shall be provided by Tenant.
- c. All insurance provided by Tenant as required by this section shall be carried in favor of Landlord and Tenant as their respective interests may appear. In case of insurance against damage to the Premises by fire or other casualty, the policy shall provide that loss, if any, shall be adjusted with and be payable to Landlord. Rent insurance and use and occupancy insurance maybe carried in favor of Tenant, but the proceeds are hereby assigned to Landlord to be held by Landlord as security for the payment of the rent and any additional rent under this Lease until restoration of the Premises.
- d. All insurance shall be written with responsible companies that Landlord shall approve, and the policies or certificates of insurance shall be delivered by Tenant to Landlord. All policies shall require thirty (30) days' notice by registered mail to Landlord of any cancellation or change affecting any interest of Landlord.

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

18. Indemnity. Tenant will indemnify and defend Landlord against all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Tenant's use or misuse of the Premises, for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to: a) the condition of the Premises; b) the maintenance and/or repair, or lack thereof, of the Premises; c) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or d) any event on the Premises whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of the Landlord.

19. Tenant's Liability. All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Landlord shall not be responsible or liable to Tenant for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying the Premises for any loss or damage resulting to Tenant or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, or from the maintenance and repair of the Premises, except as may result from and be directly caused by the gross negligence, or willful or intentional actions of Landlord. The provisions of this section shall not be interpreted to prevent Tenant from recovering any losses under the coverage provided by Landlord's fire and extended coverage insurance policy, if any losses of Tenant are covered by that policy.

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

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

22. Defaults and Remedies. Default means a) Tenant's failure to pay Rent within five (5) days of its due date; b) Tenant's failure to perform any covenant or condition of the Lease for ten (10) days following a written demand by Landlord to cure; (c) Tenant's filing of a petition for bankruptcy, reorganization, liquidation, dissolution, or similar relief; (d) any proceeding filed against Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief that is not dismissed within thirty (30) days after filing; (e) the appointment of a trustee, receiver, or liquidator for Tenant or a substantial part of Tenant's property; or (f) Tenant's abandonment of the Premises.

- a. Landlord has the power to terminate this Lease and evict Tenant on the occurrence of a Default. Landlord will exercise this power by the delivery of a written notice of termination. The termination is effective on the third day following delivery of the notice to Tenant. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of the Default or any breach. It is within the contemplation of the parties that such damages include a) the difference between the contract rent and the market rent through the remainder of the Term; b) Landlord's expenditures to fit the Premises to the

needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; c) the estimated cost of restoring the Premises to their original condition; d) any commissions paid to re-lease the Premises; e) reasonable attorneys fees and costs; and f) any other damages identified in this Lease.

- b. Landlord may also evict Tenant without terminating this Lease. Tenant waives any right to possession of the Premises after eviction. Despite eviction, Tenant remains fully obligated for the payment of Rent through the remainder of the Term. Landlord has no obligation to re-lease the Premises, and Landlord's failure or refusal to re-lease does not affect Tenant's obligation to pay Rent.
- c. The remedies provided to Landlord under this Lease are cumulative, regarding other remedies provided by the Lease and any remedies provided by law. If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's reasonable attorneys fees and costs. Landlord and Tenant knowingly and voluntarily waive trial by jury in any action a) to enforce this Lease; b) to evict Tenant from the Premises; or c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.

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

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

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

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

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

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

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

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

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

32. Attorney Fees. If Landlord files an action to enforce the Lease, or for breach of the Lease or any covenant or condition therein, Tenant shall pay Landlord's reasonable costs and attorneys fees incurred in connection with the action.

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

TENANT

LANDLORD

SOUTH LYON AREA RECREATION AUTHORITY CITY OF SOUTH LYON

By: _____
Name: _____
Title: _____

By: _____
John Galeas, Jr., Mayor

By: _____
Name: _____
Title: _____

By: _____
Lisa Deaton, Clerk

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on this ____ day of _____, ~~2014~~2015, by and between the CITY OF SOUTH LYON, a Michigan municipal corporation, 335 S. Warren Street, South Lyon, Michigan 48178 ("Landlord"), and the SOUTH LYON AREA RECREATION AUTHORITY, a Michigan municipal corporation, 318 W. Lake Street, South Lyon, Michigan 48178 ("Tenant").

RECITALS

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

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

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

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

2. Term. The term of the Lease shall be two (2) years, commencing July 1, ~~2014~~2016 and ending June 30, ~~2016~~2018.

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

4. Rent. For and during the initial term of the Lease, Tenant shall pay to Landlord annual rent of ~~\$8,965.08~~\$144.36 per year. The annual rent shall be payable in advance in equal monthly installments of ~~\$747.09~~\$762.03 per month. The monthly payment shall be due and payable on the first day of each calendar month at the following address 335 S. Warren Street, South Lyon, Michigan 48178 or at such other place designated by written notice from Landlord. Any rent payment not made by the fifth day of the month shall be considered overdue and in addition to Landlord's other remedies, Landlord may levy a late payment charge of \$25.00 per month on any overdue amount.

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

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

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

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

9. Utilities. Unless otherwise expressly agreed in writing by Landlord, all utilities, including, but not limited to, gas, electric, water, sewer, heat, telephone, internet) shall be paid by the Tenant.

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

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

12. Surrender of Premises. Tenant shall surrender the Premises to Landlord at the expiration of the term of this Lease broom clean and in the same condition as at the commencement of the Lease, excepting normal wear and tear and except that all improvements made to the Premises by Landlord and/or Tenant shall become the property of Landlord at no expense to Landlord.

~~11-13.~~ Holding Over. If Tenant remains in possession of the Premises after the termination of the term of the Lease with the consent of the Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Rent for each month of the holdover will be 150% of the monthly rent installment amount payable during the last month of the term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the term. If Tenant holds over after the expiration of the term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include: a) the reasonable rental value of the Premises; b) any damages arising from the loss of any sale or lease of the Premises; c) any lost profits incurred by Landlord; and d) any treble, double, or statutory damages allowed under law.

~~12.14.~~ Taxes. Landlord will pay any real property taxes, assessments, or other governmental charges that shall or may during the Lease be imposed on, or arise in connection with the use of the Premises.

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

~~14.15.~~ Parking. ~~Tenant may utilize city owned parking areas for employee and visitor parking without charge.~~

~~15.16.~~ Insurance. Tenant shall obtain and maintain at its own expense, the following types and amounts of insurance:

- a. Fire Insurance. Tenant shall keep all furniture, records, and equipment on the Premises, including alterations, additions and improvements insured against loss or damage by fire with all standard extended coverage that may be required by any supplier or lien holder. The insurance shall be in an amount sufficient to cover Tenant for all risks or any event, in the full insurable value of the Premises occupied by Tenant and waive the right of recovering against the Landlord, excluding the cost of excavation and of foundations. If at any time there is a dispute as to the amount of such insurance, the same shall be settled by arbitration.
- b. ~~Personal injury~~ Injury and Property Damage Insurance. Insurance against liability for bodily injury and property damage and machinery insurance, all to be in amounts and in forms of insurance policies as may from time to time be specifically required by Landlord, shall be provided by Tenant.
- c. All insurance provided by Tenant as required by this section shall be carried in favor of Landlord and Tenant as their respective interests may appear. In case of insurance against damage to the Premises by fire or other casualty, the policy shall provide that loss, if any, shall be adjusted with and be payable to Landlord. Rent insurance and use and occupancy insurance may be carried in favor of Tenant, but the proceeds are hereby assigned to Landlord to be held by Landlord as security for the payment of the rent and any additional rent under this Lease until restoration of the Premises.
- d. All insurance shall be written with responsible companies that Landlord shall approve, and the policies or certificates of insurance shall be delivered by Tenant to Landlord. All policies shall require ~~fifteen (15)~~ thirty (30) days' notice by registered mail to Landlord of any cancellation or change affecting any interest of Landlord.

~~16.17.~~ Damage and Destruction. In the event ~~if~~ the Premises, or any portion of it, is damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by written notice to Landlord to terminate this Lease. In the event if such damage does not render

the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at its cost and expense. ~~Tenant shall be relieved from paying rent and other charges during~~ During any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes, Tenant shall be relieved from paying rent and other charges relating to the portion(s) of the Premises it is unable to use.

~~17.18.~~ Indemnity. Tenant shall ~~will~~ indemnify and defend Landlord against, and hold Landlord harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Tenant's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises or misuse of the Premises, for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to: a) the condition of the Premises; b) the maintenance and/or repair, or lack thereof, of the Premises; c) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or d) any event on the Premises whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of the Landlord.

19. Tenant's Liability. All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Landlord shall not be responsible or liable to Tenant for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying the Premises for any loss or damage resulting to Tenant or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, or from the maintenance and repair of the Premises, except as may result from and be directly caused by the gross negligence, or willful or intentional actions of Landlord. The provisions of this section shall not be interpreted to prevent Tenant from recovering any losses under the coverage provided by Landlord's fire and extended coverage insurance policy, if any losses of Tenant are covered by that policy.

~~18.20.~~ Subletting and Assignment. Tenant shall not sublet the Premises, or any portion of it, or assign this Lease without the prior written consent of the Landlord. Any such attempt to sublet or assign the Lease by Tenant shall be a breach of this Lease and cause for immediate termination.

~~19.21.~~ Easements, Agreements, or Encumbrances. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Premises, and Landlord shall not be liable to the Tenant for any damages resulting from any action taken by a holder of interest pursuant to the rights of that holder.

~~20.22.~~ Defaults and Remedies. If the Tenant defaults on any payments to the Landlord and does not cure the default within five (5) days, if the Tenant defaults on any other obligations under the Lease and does not cure the default within thirty (30) days after written notification from the Landlord specifying the default, if the Tenant or any agent of the Tenant falsifies any report that Tenant must furnish the Landlord under the Lease, or if the Tenant is adjudicated a bankrupt or makes an assignment for the benefit of creditors, then the Landlord may accelerate the balance of the rent for the remainder of the term and sue for the sum due or may terminate the Lease; alternatively, the Landlord may, without terminating the Lease, enter the Premises dispossess the Tenant and any other occupants of the Premises, remove

~~their effects, and reclaim or relet the Premises under any terms of satisfactory to the Landlord. If the Landlord chooses the latter option, the Landlord shall credit the proceeds from reletting the Premises to the Tenant's account after deducting the costs of entering, altering and reletting the Premises, and the Tenant shall remain liable to the Landlord for the balance owed. If the Landlord brings suit to recover the breach of an obligation that the Tenant should have performed under the Lease and the Landlord prevails, the Tenant shall pay the Landlord's expenses incurred in the action, including reasonable attorney fees. Such expenses shall be deemed to have been incurred when the action commenced and shall be enforceable whether or not the action is prosecuted to judgment. Default means a) Tenant's failure to pay Rent within five (5) days of its due date; b) Tenant's failure to perform any covenant or condition of the Lease for ten (10) days following a written demand by Landlord to cure; (c) Tenant's filing of a petition for bankruptcy, reorganization, liquidation, dissolution, or similar relief; (d) any proceeding filed against Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief that is not dismissed within thirty (30) days after filing; (e) the appointment of a trustee, receiver, or liquidator for Tenant or a substantial part of Tenant's property; or (f) Tenant's abandonment of the Premises.~~

- a. Landlord has the power to terminate this Lease and evict Tenant on the occurrence of a Default. Landlord will exercise this power by the delivery of a written notice of termination. The termination is effective on the third day following delivery of the notice to Tenant. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of the Default or any breach. It is within the contemplation of the parties that such damages include a) the difference between the contract rent and the market rent through the remainder of the Term; b) Landlord's expenditures to fit the Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; c) the estimated cost of restoring the Premises to their original condition; d) any commissions paid to re-lease the Premises; e) reasonable attorneys fees and costs; and f) any other damages identified in this Lease.
- b. Landlord may also evict Tenant without terminating this Lease. Tenant waives any right to possession of the Premises after eviction. Despite eviction, Tenant remains fully obligated for the payment of Rent through the remainder of the Term. Landlord has no obligation to re-lease the Premises, and Landlord's failure or refusal to re-lease does not affect Tenant's obligation to pay Rent.
- c. The remedies provided to Landlord under this Lease are cumulative, regarding other remedies provided by the Lease and any remedies provided by law. If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's reasonable attorneys fees and costs. Landlord and Tenant knowingly and voluntarily waive trial by jury in any action a) to enforce this Lease; b) to evict Tenant from the Premises; or c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.

21-23. Waiver. Any failure of the Landlord to insist on strict performance of any provisions of this Lease shall not be deemed a waiver of the provisions of the Lease in any subsequent default.

~~22.~~24. Amendment. This Lease may not be amended, changed, modified, or discharged except by a writing signed by both parties.

~~23.~~25. Notices. All notices under this Lease shall be in writing and shall be deemed to be given when they are either delivered personally or mailed by certified or registered mail to the receiving party at the address stated in this Lease or at an address furnished to the other party in writing during the term of this Lease.

~~24.~~26. Captions and Headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing the Lease.

~~25.~~27. Applicable Law. This Lease shall be construed under Michigan Law.

~~26.~~28. Successors and Assigns. This Lease is binding on successors and assigns.

~~27.~~29. Severability. If any provision of this Lease is unenforceable, the other provisions of the Lease shall remain valid and enforceable to the fullest extent permitted by law.

~~28.~~30. Entire Agreement. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

~~29.~~31. Binding Effect. The covenants and conditions contained in this Lease shall apply to and bind the successor's legal representatives and assigns of the parties to this Lease and all covenants are to be construed as conditions of this Lease.

~~30.~~32. Attorney Fees. If Landlord files an action to enforce the Lease, or for breach of the Lease or any covenant or condition therein, Tenant shall pay ~~Landlord~~Landlord's reasonable ~~attorney costs and attorneys fees for the services of Landlord's attorney~~incurred in connection with the action, all fees to be fixed by the court.

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

TENANT

LANDLORD

SOUTH LYON AREA RECREATION AUTHORITY CITY OF SOUTH LYON

By: _____
Name: _____
Title: _____

By: _____
~~Fedd M. Wallace,~~John Galeas, Jr., Mayor

By: _____
Name: _____
Title: _____

By: _____
Lisa Deaton, Clerk

AGENDA NOTE

New Business: Item #

MEETING DATE: December 14, 2015

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Public Hearing for CDBG Program

EXPLANATION OF TOPIC: The City will be making its annual CDBG application. The approximate planning allocation funding level for the City of South Lyon for PY 2016 is \$35,361

As in past years, the City plans to allocate these funds to support the Center for Active Adults and HAVEN.

Clearly show an opening and closing of the public hearing

Sets forth and approves the planned use of CDBG funds

Approves the Application

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Affidavit of Publication for the Public Hearing
- 2016 Planning Allocations
- 2016 CDBG Application

POSSIBLE COURSES OF ACTION: Approve/do not approve the planned use of the CDBG funds, the CDBG application.

RECOMMENDATION: Approve the planned use of the CDBG funds, the CDBG application.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the planned use of the CDBG funds, the CDBG application..

PY 2016 CDBG APPLICATION

(Please complete Part 1 only once per application)

Part 1 - Applicant Information

Community:	South Lyon	
PY 2016 CDBG Planning Allocation:	\$35,261	
Contact Person:	Lynne Ladner	
Telephone:	248-437-1735	
Best time to contact:	8:30-5 M-F	
Address:	335 S Warren	
City/Township/Village:	South Lyon	
DUNS #:	02-184-2117	
EIN/TIN #:	38-6004651	
Does community spend \$500,000+ per year in federal funds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
PY 2016 CDBG Proposed Projects		
Ex. Project #1 Name <u>Code Enforcement</u> Allocation: \$<u>3,000</u>		
Project # <u>1</u> Name	<u>172170-731696</u>	Allocation: \$ <u>30,261</u>
Project # <u>2</u> Name	<u>172160-730137-40620</u>	Allocation: \$ <u>5,000</u>
Project # <u>3</u> Name	_____	Allocation: \$ _____
Project # <u>4</u> Name	_____	Allocation: \$ _____
Total # of Projects:	2	
# of Public Service Projects:	1	
Public Service %:	14%	
Signature of Highest Elected Official (or Designee)		
Name of Highest Elected Official:	Hon. John Galeas Jr.	
Title of Highest Elected Official:	Mayor	
Signature of Highest Elected Official:		

Project #1 Allocation: \$30,261

Account	Account #	Matrix	Authority	Objective	Goal	Indicator	Outcome
✓	Acquisition and Disposition						
Acquisition of Real Property	172170-730003	01	570.201 (a)	Create Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access	Sustainability
Disposition	172170-730536	02	570.201 (b)				
Public Facilities and Improvements							
Downtown Revitalization	172170-730541	03N	570.201 (c)	Create Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access	Sustainability
Fire Station Equipment	172170-730733	03O	570.201 (c)				
Flood Drain Improvements	172170-730744	03I	570.201 (c)				
Parks-Recreational Facilities	172170-731332	03F	570.201 (c)				
Remove Architectural Barriers	172170-731619	03	570.201 (c)				
X Senior Center	172170-731696	03A	570.201 (c)				
Sidewalks	172170-731745	03L	570.201 (c)				
Special Assessments - Flood	172170-731815	03I	570.201 (c)				
Special Assessments - Water Sewer	172170-731815	03J	570.201 (c)				
Special Assessments - Street	172170-731815	03K	570.201 (c)				
Special Assessments - Sidewalk	172170-731815	03L	570.201 (c)				
Street Improvements	172170-731864	03K	570.201 (c)				
Tree Planting	172170-732021	03N	570.201 (c)				
Water Sewer Improvements	172170-732114	03J	570.201 (c)				
Public Services							
PS (Battered & Abused Spouses)	172160-730137-40620	05G	570.201 (e)	Create Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/ Accessibility
PS (Disabled Services)	172160-730535	05B	570.201 (e)				
PS (Emergency Services)	172160-730571	05	570.201 (e)				
PS (Fair Housing Services)	172160-730880	05A	570.201 (e)				
PS (Housekeeping Services)	132210-702010	05	570.201 (e)				
PS (Legal Services)	172160-731073	05C	570.201 (e)				
PS (Safety & Repair Services)	172160-731665	05A	570.201 (e)				
PS (Senior Services)	172160-731712	05A	570.201 (e)				
PS (Transportation Services)	172160-732011	05E	570.201 (e)				
PS (Yard Services)	172160-732170	05A	570.201 (e)				
PS (Youth Services)	172160-732185	05D	570.201 (e)				

(Please check one box per project)

Project #1 Allocation: \$30,261

Account	Account #	Matrix	Authority	Objective	Goal	Indicator	Outcome
Housing							
✓							
Emergency Rehab	172170-730569	14A	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units/items brought to standard condition	Affordability
Housing Rehabilitation	132290-730898	14A	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units brought to code	Affordability
Minor Home Repair	172170-731227	14A	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units/items brought to standard condition	Affordability
Mobile Home Minor Home Repair	172170-731227-40620	14A	570.202		Promote Decent Affordable Housing	# of units brought to code	Affordability
Rehab Publicly Owned Residential	172160-731602	14D	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units brought to code	Affordability
Rehabilitation Administration	132280-731605	14H	570.202	N/A	N/A	N/A	N/A
Other Projects							
Clearance and Demolition	172170-730345	04	570.201 (d)	Create Suitable Living Environment	Strengthen Communities	Slum blight spot Y/N	Sustainability
Non Res Historic Preservation	172170-731280	16B	570.202 (d)	Create Suitable Living Environment	Strengthen Communities	# of LMI persons served	Sustainability
Code Enforcement	172170-730310	15	570.202 (c)				

Project Description	
Provide a detailed description of the proposed project	The Center for Active Adults is an integral part of the community and provides services and resources for area adults and their families. The senior program is available for those who are age 50 and over and offers a wide range of enrichment, educational and recreational activities. The Center for Active Adults promotes healthy aging for both mind and body, and provides opportunities to discover new skills and re-define old ones. The Center serves over 2,500 members. Of that total, XXXX members are City of South Lyon residents.
How will CDBG funds be used	The Center for Active Adults is funded by contributions from participating municipalities. The City of South Lyon's portion is over \$40,000 annually. CDBG funds will be used to make up a portion of this contribution.

CDBG National Objective (See Eligible Projects List on pages 9-45)		
<input checked="" type="checkbox"/>	Code/Description	24 CFR Citation
	LMA - Low/mod area benefit: the service area identified for activities is primarily low/mod income.	570.208(a)(1) 507.483(b)(1)
x	LMC - Low/mod limited clientele benefit: activities that benefit a limited clientele, at least 40.81% of which are low/mod income.	570.208(a)(2) 570.483(b)(2)
	LMH - Low/mod housing benefit: activities that are carried out for the purpose of providing or improving permanent residential structures that will be occupied by low/mod income households.	570.208(a)(3) 570.483(b)(3)
	SBS - Slum/blight spot basis: activities that address conditions of blight or physical decay on a spot basis not located in a designated slum/blight area.	570.201 (f)(1) 570.200 (e) 570.201 (f) (2)
	SBA - Slum/blight area basis: activities that address conditions of blight or physical decay in a designated slum/blight area.	570.201 (f)(1) 570.200 (e) 570.201 (f) (2)
# of clients to be served in PY 2016		Type of clients to be served (See Eligible Projects List)

2129	People
N/A	Households
N/A	Housing Units
1	Public Facilities
Senior Center Projects Only	
2129	Estimated Current Membership
97.3	White alone
0.8	Black or African American alone
0.0	American Indian and Alaska Native alone
1.7	Asian alone
0.0	Native Hawaiian & Other Pacific Islander alone
0.2	Some other race alone
0.0	Two or more races

Part 4 - Project Location

(Please complete for each project)

Project #1 Allocation: \$30,261

Project Location	
Describe Project Location	<input checked="" type="checkbox"/> Please <input checked="" type="checkbox"/> one box
	<input checked="" type="checkbox"/> City/Township/Village Wide
	<input type="checkbox"/> Area Wide Benefit Only
	<input type="checkbox"/> Specific
Parcel ID# Public Facilities Projects Only	
Address	
City	
Zip Code	
Areawide Benefit Projects Only Census Tracts (CTs) and Block Groups (BGs) Attach Areawide Benefit Map	CT <input type="checkbox"/> BG <input type="checkbox"/> CT <input type="checkbox"/> BG <input type="checkbox"/> CT <input type="checkbox"/> BG <input type="checkbox"/> CT <input type="checkbox"/> BG <input type="checkbox"/> CT <input type="checkbox"/> BG <input type="checkbox"/> CT <input type="checkbox"/> BG <input type="checkbox"/>

Describe the service area for the following:

	Project Type	Service Area
Fire Station/ Equipment		None
Park Recreational Facilities		None
Special Assessments		None

Environmental Review Record (ERR)				
(Please ✓ each box as it applies and attach all required documents)				
✓	Exempt Project			
X	Project is Exempt per 24 CFR 58.34			
X	Project Location Map Attached (Google)			
✓	Categorically Excluded Project			
	Statutory Checklist			
	Project Location Map Attached (Google)			
	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc	Project in Flood Plain		8 Step Attached
✓	Environmentally Assessed Project			
	Environmental Assessment			
	Project Location Map Attached (Google)			
	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc	Project in Flood Plain		8 Step Attached
✓	Other Projects			
	Historic Preservation Profile (HPP) Attached		Demolition Checklist Attached	

Part 5 - Project Purpose

(Please complete for each project) Project #1 Allocation: \$30,261

PUBLIC SERVICES PROJECTS ONLY	
	Project Purpose
Help Prevent Homelessness?	Yes X No
Help the Homeless?	Yes X No
Help those with HIV/AIDS?	Yes X No
Help Persons with Disabilities?	Yes X No

PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY

Project Purpose

Will the project meet ADA standards for access? ☒ Yes ☐ No

Describe Additional Resources

Other Federal Funds \$
 State/Local Funds \$
 Other Funds \$

Project Duration

This is a new project for PY 2016 ☐ Yes ☒ No
 This is an ongoing project from PY ☒ X (2013) Yes ☐ No
 This ongoing project has been offered since PY Program offered for over 20 years
 For ongoing projects describe PY 2015 results i.e. 9% of participants had greater access to public services.

Project Administration

Community will manage project ☒ X Yes ☐ No
 Community will hire a vendor to manage project ☐ Yes ☒ X No
 County will administer contract ☒ X Yes ☐ No

Project #2 Allocation: \$5,000

Account	Account #	Matrix	Authority	Objective	Goal	Indicator	Outcome
Acquisition and Disposition							
Acquisition of Real Property	172170-730003	01	570.201 (a)	Create Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access	Sustainability
Disposition	172170-730536	02	570.201 (b)				
Public Facilities and Improvements							
Downtown Revitalization	172170-730541	03N	570.201 (c)	Create Suitable Living Environment	Strengthen Communities	# of LMI HH with new/ improved access	Sustainability
Fire Station Equipment	172170-730733	03O	570.201 (c)				
Flood Drain Improvements	172170-730744	03I	570.201 (c)				
Parks-Recreational Facilities	172170-731332	03F	570.201 (c)				
Remove Architectural Barriers	172170-731619	03	570.201 (c)				
Senior Center	172170-731696	03A	570.201 (c)				
Sidewalks	172170-731745	03L	570.201 (c)				
Special Assessments - Flood	172170-731815	03I	570.201 (c)				
Special Assessments - Water Sewer	172170-731815	03J	570.201 (c)				
Special Assessments - Street	172170-731815	03K	570.201 (c)				
Special Assessments - Sidewalk	172170-731815	03L	570.201 (c)				
Street Improvements	172170-731864	03K	570.201 (c)				
Tree Planting	172170-732021	03N	570.201 (c)				
Water Sewer Improvements	172170-732114	03J	570.201 (c)				
Public Services							
X PS (Battered & Abused Spouses)	172160-730137-40620	05G	570.201 (e)	Create Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/ Accessibility
PS (Disabled Services)	172160-730535	05B	570.201 (e)				
PS (Emergency Services)	172160-730571	05	570.201 (e)				
PS (Fair Housing Services)	172160-730880	05A	570.201 (e)				
PS (Housekeeping Services)	132210-702010	05	570.201 (e)				
PS (Legal Services)	172160-731073	05C	570.201 (e)				
PS (Safety & Repair Services)	172160-731665	05A	570.201 (e)				
PS (Senior Services)	172160-731712	05A	570.201 (e)				
PS (Transportation Services)	172160-732011	05E	570.201 (e)				
PS (Yard Services)	172160-732170	05A	570.201 (e)				
PS (Youth Services)	172160-732185	05D	570.201 (e)				

(Please check one box per project)

Project #2 Allocation: \$5,000

Account		Account #	Matrix	Authority	Objective	Goal	Indicator	Outcome
✓			Housing					
	Emergency Rehab	172170-730569	14A	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units/items brought to standard condition	Affordability
	Housing Rehabilitation	132290-730898	14A	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units brought to code	Affordability
	Minor Home Repair	172170-731227	14A	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units/items brought to standard condition	Affordability
	Mobile Home Minor Home Repair	172170-731227-40620	14A	570.202		Promote Decent Affordable Housing	# of units brought to code	Affordability
	Rehab Publicly Owned Residential	172160-731602	14D	570.202	Provide Decent Affordable Housing	Promote Decent Affordable Housing	# of units brought to code	Affordability
	Rehabilitation Administration	132280-731605	14H	570.202	N/A	N/A	N/A	N/A
Other Projects								
	Clearance and Demolition	172170-730345	04	570.201 (d)	Create Suitable Living Environment	Strengthen Communities	Slum blight spot Y/N	Sustainability
	Non Res Historic Preservation	172170-731280	16B	570.202 (d)	Create Suitable Living Environment	Strengthen Communities	# of LMI persons served	Sustainability
	Code Enforcement	172170-730310	15	570.202 (c)				

Part 3 - Project Description
(Please complete for each project)

Project #2 Allocation: \$5,000

Project Description
<p>Provide a detailed description of the proposed project</p> <p>HAVEN is the only comprehensive domestic violence and sexual assault center in Oakland County. HAVEN serves roughly 30,000 people each year through their emergency shelter, counseling programs, sexual assault services, prevention education presentations and other services.</p>
<p>How will CDBG funds be used</p> <p>CDBG funds will be used to pay the City of South Lyon's contribution to support HAVEN..</p>

CDBG National Objective (See Eligible Projects List on pages 9-45)		
✓	Code/Description	24 CFR Citation
	LMA - Low/mod area benefit: the service area identified for activities is primarily low/mod income.	570.208(a)(1) 507.483(b)(1)
x	LMC - Low/mod limited clientele benefit: activities that benefit a limited clientele, at least 40.81% of which are low/mod income.	570.208(a)(2) 570.483(b)(2)
	LMH - Low/mod housing benefit: activities that are carried out for the purpose of providing or improving permanent residential structures that will be occupied by low/mod income households.	570.208(a)(3) 570.483(b)(3)
	SBS - Slum/blight spot basis: activities that address conditions of blight or physical decay on a spot basis not located in a designated slum/blight area.	570.201 (f)(1) 570.200 (e) 570.201 (f) (2)
	SBA - Slum/blight area basis: activities that address conditions of blight or physical decay in a designated slum/blight area.	570.201 (f)(1) 570.200 (e) 570.201 (f) (2)
# of clients to be served in PY 2016 Type of clients to be served (See Eligible Projects List)		
N/A	People	
N/A	Households	
N/A	Housing Units	
1	Public Facilities	
#	Senior Center Projects Only	
N/A	Estimated Current Membership	
N/A	White alone	
N/A	Black or African American alone	
N/A	American Indian and Alaska Native alone	
N/A	Asian alone	
N/A	Native Hawaiian & Other Pacific Islander alone	
N/A	Some other race alone	
N/A	Two or more races	

Part 4 - Project Location

(Please complete for each project) Project #2 Allocation: \$5,000

Project Location		
	<input checked="" type="checkbox"/>	Please <input checked="" type="checkbox"/> one box
Describe Project Location	<input checked="" type="checkbox"/>	City/Township/Village Wide
	<input type="checkbox"/>	Area Wide Benefit Only
	<input type="checkbox"/>	Specific
Parcel ID# Public Facilities Projects Only	N/A	
Address	N/A	
City	N/A	
Zip Code	N/A	
Areawide Benefit Projects Only Census Tracts (CTs) and Block Groups (BGs) Attach Areawide Benefit Map	CT <u>139400</u> BG _____ (community wide project)	CT _____ BG _____
	CT _____ BG _____	CT _____ BG _____
	CT _____ BG _____	CT _____ BG _____
	CT _____ BG _____	CT _____ BG _____
	CT _____ BG _____	CT _____ BG _____

Describe the service area for the following:		
	Project Type	Service Area
Fire Station/ Equipment		None
Park Recreational Facilities		None
Special Assessments		None

Environmental Review Record (ERR)				
(Please <input checked="" type="checkbox"/> each box as it applies and attach all required documents)				
<input checked="" type="checkbox"/>	Exempt Project			
<input checked="" type="checkbox"/>	Project is Exempt per 24 CFR 58.34			
<input type="checkbox"/>	Project Location Map Attached (Google)			
<input checked="" type="checkbox"/>	Categorically Excluded Project			
<input type="checkbox"/>	Statutory Checklist			
<input type="checkbox"/>	Project Location Map Attached (Google)			
<input type="checkbox"/>	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc	<input type="checkbox"/>	Project in Flood Plain	<input type="checkbox"/>
<input type="checkbox"/>				8 Step Attached
<input checked="" type="checkbox"/>	Environmentally Assessed Project			
<input type="checkbox"/>	Environmental Assessment			
<input type="checkbox"/>	Project Location Map Attached (Google)			
<input type="checkbox"/>	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc	<input type="checkbox"/>	Project in Flood Plain	<input type="checkbox"/>
<input type="checkbox"/>				8 Step Attached
<input checked="" type="checkbox"/>	Other Projects			
<input type="checkbox"/>	Historic Preservation Profile (HPP) Attached	<input type="checkbox"/>	Demolition Checklist Attached	

Part 5 - Project Purpose**(Please complete for each project)** Project #2 Allocation: \$5,000**PUBLIC SERVICES PROJECTS ONLY****Project Purpose**

Help Prevent Homelessness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Help the Homeless?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Help those with HIV/AIDS?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Help Persons with Disabilities?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY**Project Purpose**

Will the project meet ADA standards for access?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Describe Additional Resources

Other Federal Funds	\$0
State/Local Funds	\$0
Other Funds	\$0

Project Duration

This is a new project for PY 2016	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
This is an ongoing project from PY	<input checked="" type="checkbox"/> (2013) Yes <input type="checkbox"/> No
This ongoing project has been offered since PY	South Lyon has participated in this program for 17 years
For ongoing projects describe PY 2015 results i.e. 9% of participants had greater access to public services.	HAVEN has also provided a list of streets and numbers of clients served, but has requested that this information remain confidential due to the sensitive nature of their service.

Project Administration

Community will manage project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Community will hire a vendor to manage project	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
County will administer contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Part 6 - Attachments Checklist (Please attach documents as they apply)

Attachment #1 Notice of Public Hearing (See Application Guide)

Notice of Public Hearing Option 1

Notice must be published at least 10 days prior to the public hearing Notice must be placed in a newspaper of general local circulation.		
X	Affidavit of Publication from newspaper	Public Hearing Date: 12/14/2015

Notice of Public Hearing Option 2

Notice must be published at least 10 days prior to the public hearing Notice must be placed on website and at the city/township/village hall		
	Copy of web notice w/posting period	Public Hearing Date:

Attachment #2 Public Hearing Meeting Minutes (See Application Guide)

Meeting Minutes Option 1

A true copy of the Public Hearing Minutes is attached that	
	Clearly show an opening and closing of the public hearing
	Sets forth and approves the planned use of CDBG funds
	Approves the Application and Subrecipient Agreement

Meeting Minutes Option 2

A true copy of the Governing Body Resolution is attached that	
x	Clearly show an opening and closing of the public hearing
x	Sets forth and approves the planned use of CDBG funds

Attachment #3 Conflict of Interest Certification (See Manila Envelope)

Conflict of Interest Certification	
x	Enter Community Name
x	Enter Name of Highest Elected Official and Title
x	Signature of Highest Elected Official

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH LYON
ADOPTED ON DECEMBER 14, 2016

WHEREAS; Oakland County is preparing an Annual Action Plan to meet application Requirements for the Community development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs, and

WHEREAS, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

WHEREAS, the City of South Lyon has duly advertised and conducted a public hearing as follows;

Mayor John Galeas Jr **opened** the Public Hearing at _____.

Public Comments:

Mayor John Galeas Jr.**closed** the Public Hearing at _____

On December 14, 2015 for the purpose of receiving public comments regarding the proposed use of PY 2016 Community Deveopment Block Grant Funds (CDBG) in the approximate amount of \$35,261, and

WHEREAS, the City of South Lyon found that the following projects meet the federal objectives of the CDBG program and are prioritized by the Community as high priority need.

Project Name	Amount
Senior Center	\$30,261
PS (Battered and Abused Spouses)	\$ 5,000

THEREFORE, BE IT RESOLVED, that the City of South Lyon CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S.

Department of Housing and Urban Development, and that the City Manager is hereby authorized to execute all documents, agreements, or contracts which result fromthis application to Oakland County.

Motion by: _____ Supported by: _____ Ayes: _____ Nays: _____

I, Lisa Deaton, the duly appointed Clerk of the City of South Lyon Oakland County, MI do hereby cerfity that the above is a true copy of a resolution adopted by the City of South Lyon Council at a meeting held on December 14, 2015 which time a quorum was present

Lisa Deaton, City Clerk

CONFLICT OF INTEREST CERTIFICATION

Code of Federal Regulations Title 24, Volume 3
Revised as of April 1, 2004 CITE: 24CFR570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD

Part 570 Community Development Block Grants Subpart K Other Program Requirements

Sec. 570.611 Conflict of interest

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable: (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation; (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section; (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

Community Name:	City of South Lyon, MI
Name of Highest Elected Official and Title:	Hon. John Galeas Jr., Mayor
Signature of Highest Elected Official:	



OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT
Oakland Pointe
250 Elizabeth Lane Road, Ste. 1900
Portlanc, MI 48341-0414
248.858.0493
www.oakgov.com/chi



Area-Wide Benefit Map

City of South Lyon

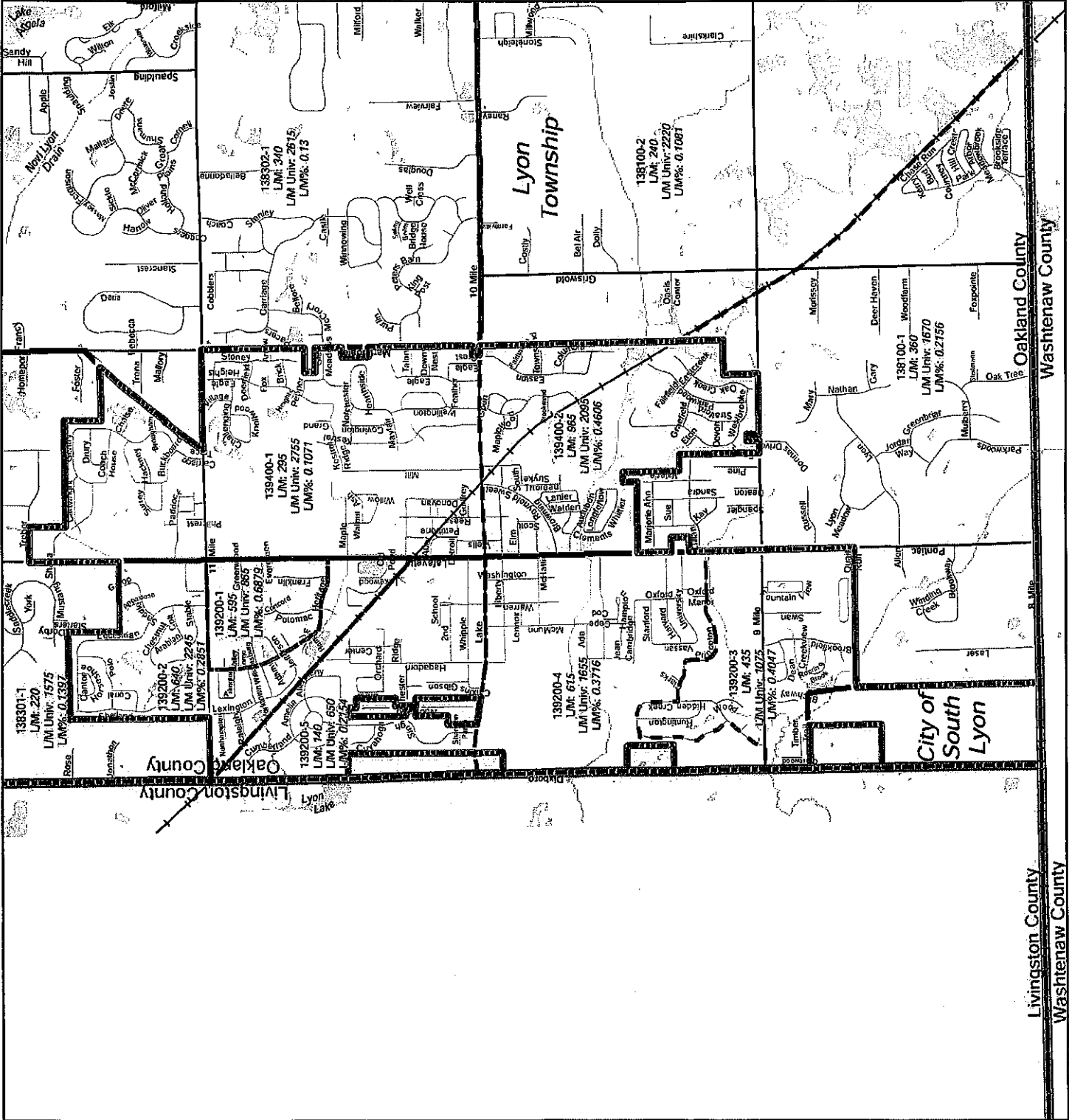
- County Border
- Community Boundary (Highlighted)
- Community Boundary (Adjacent)
- Census Tract 2010
- Eligible Area-Wide Benefit Block Groups
- Non-Eligible Block Groups
- Interstate
- US
- State
- Major
- Minor
- Railroad
- Waterbodies



1 in = 0.48 miles

This Census Block Group map reflects 2014
LMSD data from the U.S. Department of
Housing and Urban Development.

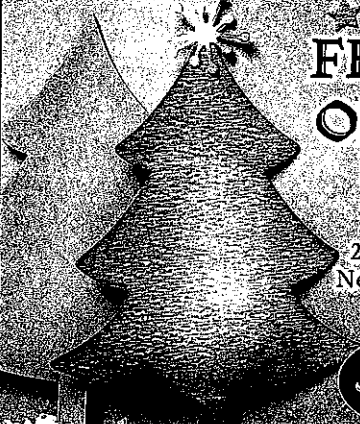
Map Created On: 9/5/2014



HOLIDAY CRAFT FAIR

DECEMBER 4TH

FROM 1-4 PM



FESTIVAL OF TREES

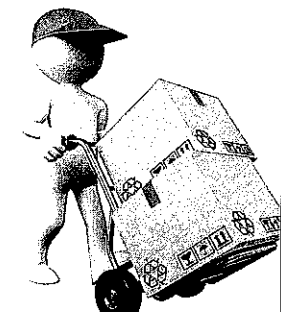
DECEMBER 1ST-24TH

28413 Abbey Lane
New Hudson (48165)

Abbey Park
INDEPENDENT SENIOR LIVING
248-437-6550

Need some extra space?

Placing a classified ad is an easy and affordable way to clean out your clutter by presenting your unwanted items to hundreds of potential buyers. What are you waiting for? Contact us today and start turning the stuff you don't want into something you do want: **CASH!**



Get things moving with
O&E Media classifieds!

800-579-7355
hometownlife.com

OBSERVER & ECCLISIA MEDIA

O&E Classifieds



a brilliant idea

To place an ad
call: **800-579-7355**
email: ceads@hometownlife.com
online: hometownlife.com

PERSONALS
hometownlife.com

Announcements & More

FIND A JOB HERE

IN THE O&E CLASSIFIEDS

Need to Rent That House or Apartment?
We have a great selection of homes and apartments for rent. Call today!
800-579-7355

BUY & SELL
hometownlife.com

Attractive Free

Announcements & More

FIND A JOB HERE

IN THE O&E CLASSIFIEDS

Need to Rent That House or Apartment?
We have a great selection of homes and apartments for rent. Call today!
800-579-7355

BUY & SELL
hometownlife.com

Attractive Free

Announcements & More

FIND A JOB HERE

IN THE O&E CLASSIFIEDS

Need to Rent That House or Apartment?
We have a great selection of homes and apartments for rent. Call today!
800-579-7355

Art & Crafts
hometownlife.com

Attractive Free

Announcements & More

FIND A JOB HERE

IN THE O&E CLASSIFIEDS

Need to Rent That House or Apartment?
We have a great selection of homes and apartments for rent. Call today!
800-579-7355

Auction Sales
hometownlife.com

Attractive Free

Announcements & More

FIND A JOB HERE

IN THE O&E CLASSIFIEDS

Need to Rent That House or Apartment?
We have a great selection of homes and apartments for rent. Call today!
800-579-7355

Auto & Vehicle
hometownlife.com

Attractive Free

Announcements & More

FIND A JOB HERE

IN THE O&E CLASSIFIEDS

Need to Rent That House or Apartment?
We have a great selection of homes and apartments for rent. Call today!
800-579-7355

Girl Scout Camp Innitfree
FRI. Dec. 4 10:00 AM
30 Cabins, canoes, kayaks
poly deck, commercial &
house appliances, bunkbeds,
bikes, camp gear, folding
tables, stacking chairs, etc.
SAT. Dec. 5 10:00 AM
2 tractors (1 w/lander),
manure spreader, 2 wagons,
over 50 saddles, lots of tack
round pens & gates, horse
round bale feeder, tools,
0-horn mower, lots more!
1-96 to exit 157 D-19 south
5 1/2 miles to Schafer Rd.,
west 1 1/2 mile to
2005 W. Schafer Rd.
HOWELL MI 48843
Tim Nanthi
Auctioneer & Associates

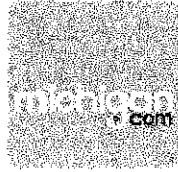
WHEELS
hometownlife.com

What are you waiting for?
Contact us today and start turning the stuff you don't want into something you do want: **CASH!**

CLASSIFIED ADVERTISING POLICY
All advertising placed in HometownLife (O&E Media) newspapers is subject to the following policies. Advertisers agree to these policies when they place their ads in our classifieds. Advertisers who do not agree to these policies will not be accepted for publication. Advertisers who do not agree to these policies will not be accepted for publication. Advertisers who do not agree to these policies will not be accepted for publication.

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MICHIGAN.COM – Serving the
OBSERVER & ECCENTRIC and HOMETOWN WEEKLY NEWSPAPERS
6200 Metropolitan Pkwy, Sterling Heights, MI 48312

BE IT MADE KNOWN THAT THE FOLLOWING ADVERTISEMENT APPEARED IN:

Publication: South Lyon Herald
Placed By: City of South Lyon
Subject: Public Hearing CDBG
Date of Publication: December 3, 2015

Susan Totoraitis (Susan Totoraitis), being duly sworn, deposes
and says that the advertising illustrated above/attached was published in the
South Lyon Herald Newspaper on the following date/s/: December 3, 2015,
INVOICE number 2520170, and as an authorized employee of the Observer and
Eccentric Media, she knows well the facts stated\herein. Cost: \$191.00.

STATE OF MICHIGAN

NOTARIZED BY: CH MA Commission Expires: 4/26/20

(Acting in County of) Oakland Notary Public in and for said County

CHARESE MONROE
Notary Public, State of Michigan
County of Eaton
My Commission Expires 04-26-2020
Acting in the County of Oakland

Lynne Ladner

From: Kelly Smith
Sent: Tuesday, December 01, 2015 1:33 PM
To: Lynne Ladner
Subject: Fwd: Letter of Resignation

Hello Lynne,

I'm forwarding the resignation of one of our commission members. Please see previously submitted application for Josie Kearns who we intend to fill this space. Could you please add the resignation and thank you of John Spencer as well as the appointment of Josie Kearns to the next agenda. Thank you, hope all is well. See you at the holiday party if not before.

Kelly Smith
CAC Chairperson

Sent from my iPhone

Begin forwarded message:

From: John Spencer <jspencer@totalhomelending.com>
Date: November 11, 2015 at 2:49:24 PM EST
To: Kelly Smith <1ksmith@southlyonmi.org>
Cc: ken michalik <Dnadman1@hotmail.com>, Cheryl Smith <cheryl.a.m.smith@gmail.com>
Subject: **Letter of Resignation**

Good Afternoon Kelly,

Please take this email as my letter of resignation.

I have enjoyed my time working for the Commission of South Lyon Cultural Arts Board. At this time, I cannot make a time commitment to the commission. It would not be fair to the commission to have me as an acting commissioner on the board.

I will continue volunteering for the Cultural Arts Board, to help them on their quest in improving the Cultural and Arts for all South Lyon Residents.

Thank you for the opportunity on joining this commission. The commission board team are amazing people and I cannot thank you all for the relationships I built with all of you. I hope you will think of me if you ever need help or a volunteer.

Best Regards,

John Spencer

CITY OF SOUTH LYON

Application for Appointment

Date: NOV. 6, 2015

Name: JOSIE KEARNS

Address: 329 LYON BLVD.

City, State, Zip Code: SOUTH LYON MICHIGAN 48178

Home Phone: (248) 437-5206 Business Phone: Retired

Occupation: Retired Prof in University of Michigan Teaching Writing

Employer: University of Michigan

Education & Related Experience: MFA in Creative Writing, BA. ENGLISH
Psychology from Doctorate Young Writers Academy, Visiting Writing
Sevens (UM), former Director, Genesee Literary Center, etc.
GRANTS Writers, etc.

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 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 checked="" type="checkbox"/>
Other	<input type="checkbox"/>

Special qualifications: COORDINATED MANY ARTS EVENTS, GRANTS,
IMPLEMENTED NUMEROUS ART & EDUCATION INITIATIVES.

Describe why you are interested in this position: I see an opportunity to
bring language Arts, poetry readings etc. to the
South Lyon community

How long have you lived in South Lyon? 5 years

Previous place of Residence? CLINTON, MICHIGAN, ANN ARBOR, MICHIGAN

References:

1. DOANNE LUNDIN 120 N. CROCKE DR. ANN ARBOR MI (734) 526-6974
2. DAVID SOSNOSKI 1407 MAYFAIR, TAYLOR MI (313) 389-1685
3. Kelly Smith South Lyon MI (248) 880-4416

Applicant's Signature: Josie Kean

Date: Nov. 6, 2015

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: _____

Lynne Ladner

From: Kelly Smith
Sent: Tuesday, December 01, 2015 1:33 PM
To: Lynne Ladner
Subject: Fwd: Letter of Resignation

Hello Lynne,

I'm forwarding the resignation of one of our commission members. Please see previously submitted application for Josie Kearns who we intend to fill this space. Could you please add the resignation and thank you of John Spencer as well as the appointment of Josie Kearns to the next agenda. Thank you, hope all is well. See you at the holiday party if not before.

Kelly Smith
CAC Chairperson

Sent from my iPhone

Begin forwarded message:

From: John Spencer <jspencer@totalhomelending.com>
Date: November 11, 2015 at 2:49:24 PM EST
To: Kelly Smith <1ksmith@southlyonmi.org>
Cc: ken michalik <Dnadman1@hotmail.com>, Cheryl Smith <cheryl.a.m.smith@gmail.com>
Subject: Letter of Resignation

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I have enjoyed my time working for the Commission of South Lyon Cultural Arts Board. At this time, I cannot make a time commitment to the commission. It would not be fair to the commission to have me as an acting commissioner on the board.

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Thank you for the opportunity on joining this commission. The commission board team are amazing people and I cannot thank you all for the relationships I built with all of you. I hope you will think of me if you ever need help or a volunteer.

Best Regards,

John Spencer

CITY OF SOUTH LYON

Application for Appointment

Date: Nov. 6, 2015

Name: JOSIE KEARNS

Address: 329 LYON BLVD.

City, State, Zip Code: SOUTH LYON MICHIGAN 48178

Home Phone: (248) 437-5206 Business Phone: Retired

Occupation: Retired from UNIVERSITY of MICHIGAN TEACHING WRITING

Employer: UNIVERSITY of Michigan

Education & Related Experience: MFA IN CREATIVE WRITING, BA. ENGLISH & PSYCHOLOGY from Director Young Writers Academy, Visiting Writing Series (UAI), former director, Genesee Literary Center, etc. GRANTS WRITING, etc.

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 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 checked="" type="checkbox"/>
Other	<input type="checkbox"/>

Special qualifications: COORDINATED MANY ARTS EVENTS, GRANTS,
IMPLEMENTED NUMEROUS ARTS & EDUCATION INITIATIVES.

Describe why you are interested in this position: I SEE AN OPPORTUNITY FOR
BRINGING LANGUAGE ARTS, VISUAL ARTS, ETC. TO THE
SOUTH LYON COMMUNITY

How long have you lived in South Lyon? 5 YEARS

Previous place of Residence? CLINTON, MICHIGAN, ANN ARBOR, MICHIGAN

References:

1. DEANNE LUNDIN 120 N. CRODE DR. ANN ARBOR MI (734) 546-6974
2. DAVID SOSNANSKI 1407 MAYFAIR, TAYLOR MI (313) 389-1685
3. KELLY SMITH SOUTH LYON MI (248) 880-4416

Applicant's Signature: Josie Keane Date: Nov. 6, 2015

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 #

MEETING DATE: December 14, 2015

PERSON PLACING ITEM ON AGENDA: Police Chief, Fire Chief

AGENDA TOPIC: Revised IT/CLEMIS Agreement

EXPLANATION OF TOPIC: Oakland County Court and Law Enforcement Management Information System, (CLEMIS), has revised the agreement with local communities and has requested approval/execution of the new agreement. (See memo from Chief Collins)

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo from Chief Collins, Revised IT/CLEMIS Agreement, Memo from Kim McCabe, G2G Cloud Solutions Memo

POSSIBLE COURSES OF ACTION: Approve/execute or Do Not Approve/execute the revised agreement.

RECOMMENDATION: Approve/execute the revised agreement.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the revised IT/CLEMIS services agreement as presented.

12/14/15

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
City of South Lyon**

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

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

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Public Body** means the City of South Lyon, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
 - 1.6. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees,

concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.5. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.6. **Email Service** means access to the designated application provided by County for sending and receiving electronic mail messages by Public Body.
 - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
 - 1.8.8. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

- 1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

Exhibit I: Online Payments
Exhibit II: Pay Local Taxes
Exhibit III: Web Publishing Suite
Exhibit IV: Internet Service
Exhibit V: Oaknet Connectivity
Exhibit VI: Email Service
Exhibit VII: Health Portal
Exhibit VIII: Over The Counter Payments
Exhibit IX: Data Center Use and Services
Exhibit X: CLEMIS

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in I,II,V,VI and X which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
- 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
- 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
- 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
- 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**

- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

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

5. PAYMENTS.

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurers – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. DISCLAIMER OR WARRANTIES.

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

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

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

10. TERMINATION OR CANCELLATION OF AGREEMENT.

- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
14. **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.
15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to Public Body, it shall be addressed to: Chief Lloyd Collins, City of South Lyon, 335 S Warren South Lyon, MI 48178.
 - 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
22. **ENTIRE AGREEMENT.**
 - 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
 - 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____ DATE: _____
John Galeas,
Mayor

WITNESSED: _____ DATE: _____

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

EXECUTED: _____ DATE: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

INTRODUCTION

- 1) County will provide an I.T. Service where the general public can make payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card or electronic check, utilizing the Internet.
- 2) Fees for the I.T. Service are described in Table 2, Support Costs.
- 3) Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 4) If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one page website.
- 5) Public Body will include the URL in printed or electronic communications to the general public regarding this service.
- 6) Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.
- 7) County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 8) The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
- 9) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
- 10) The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via an internet browser. The URL for the general public to initiate the Online Payments service will be provided by County.

The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.

SUPPORT PROCEDURES

Points of Contact should use the following procedures to report a service support incident.

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Table 1: Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments , Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.
- After transactional fees have been deducted, County will deduct an annual \$900 account maintenance fee from the remainder of gross Enhanced Access Fees to determine the Net Enhanced Access Fees. If no funds remain after the County deducts the transactional fee and the annual account maintenance fee, Public Body will not be entitled to any sharing of fees. If the calculation for Net Enhanced Access Fee produces a negative number, Public Body will not be responsible for the difference.

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 43%</u>	County's Cost for Transactional Fees
- \$2150	Transactional Fees Deducted from Gross Enhanced Access Fees
\$2850	Gross Enhanced Access Fees Remaining
<u>-\$900</u>	Account Maintenance Fee Deducted
\$1950	Total Net Enhanced Access Fees
<u>x50%</u>	50% Shared Back with Public Body
\$975	Fees Shared Back with Public Body

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED USE AND ACCESS

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

EXHIBIT II
I.T. SERVICES AGREEMENT
PAY LOCAL TAXES

INTRODUCTION

- 1) County will provide an I.T. service where the general public can pay government taxes by credit card or electronic check via the Internet.
- 2) County will provide a telephone number where the general public can pay for government taxes by means of a credit card or electronic check.
- 3) When tax payments are made to Public Body through this I.T. Service, County will post the payment without Public Body entering the data separately.
- 4) County shall provide a telephone number for the general public to call with questions regarding the payment procedure. County shall refer all questions regarding the amount of payment due to Public Body.
- 5) County will provide Public Body with access to a password protected web site where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.
- 6) The general public shall be required to pay an Enhanced Access Fee to use this I.T. Service.
- 7) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
- 8) The person making a payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The Enhanced Access Fee will be deposited into an account owned by County.
- 9) The Enhanced Access Fee shall belong to County to recover costs associated with this I.T. Service.

PAY LOCAL TAXES EXHIBIT II

SUPPORT

This I.T. Service will be supported by County's Information Technology Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

County support service will include:

SERVICE ACCESS

Access to the I.T. Service will be via an internet browser. The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

The URL to initiate the I.T. Service is:

<https://www.PayLocalTaxes.com>

SUPPORT PROCEDURES

Points of Contact should use the following procedures to report a service support incident.

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

PAY LOCAL TAXES EXHIBIT II

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of the Net Enhanced Access Fees collected from Online Payments, Over the Counter Payments and/or Pay Local Taxes. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.
- After transactional fees have been deducted, County will deduct an annual \$900 account maintenance fee from the remainder of gross Enhanced Access Fees to determine the Net Enhanced Access Fees. If no funds remain after the County deducts the transactional fee and the annual account maintenance fee, Public Body will not be entitled to any sharing of fees. If the calculation for Net Enhanced Access Fee produces a negative number, Public Body will not be responsible for the difference.

PAY LOCAL TAXES EXHIBIT II

To illustrate:

\$5,000 Gross Enhanced Access Fees Collected

x43% County's cost for Transactional Fees

- \$2150 Transactional Fees Deducted from Gross Enhanced Access Fees

\$2850 Gross Enhanced Access Fees Remaining

-\$900 Account Maintenance Fee Deducted

\$1950 Total Net Enhanced Access Fees

x50% 50% Shared Back with Public Body

\$975 Fees Shared Back with Public Body

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service via the URL listed above on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSE

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

EXHIBIT V
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

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

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE ACCESS

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT VI
I.T. SERVICES AGREEMENT
E-mail Service

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide an I.T. Service to enable Public Body to use email through the County's Internet Service Provider
2. County shall provide Public Body with documentation for the configuration of email client(s) used by County.
3. County backs up the email on a regular basis for the sole purpose of system recovery in the event of hardware failure. The backups contain the emails existing in the system at the time of the backup and may not contain all emails sent or received. The backups are only retained for a short period of time.
4. County shall not provide:
 - 4.1. On-site assistance to configure Public Body's workstation(s) or Email client(s).
 - 4.2. Continuous archiving of email transmitted.

MUNICIPAL RESPONSIBILITIES

1. Public Body shall have its Points of Contact act as an Email Administrator who shall be responsible for the creation, deletion, modification, maintenance, and forgotten password support of all email accounts for Public Body.
2. Public Body shall ensure that the I.T. Service provide herein will not be used for any of the following prohibited acts:
 - 2.1. Uploading, transmitting, or otherwise making content available that is unlawful, harmful, threatening, abusive, tortuous, defamatory, obscene, libelous, invasive of another privacy, hateful, or racially, ethnically, or otherwise objectionable.
 - 2.2. Harming minors in any way.
 - 2.3. Manipulating identities in order to disguise the origin of any content.
 - 2.4. Displaying content that infringes any patent, trademark, copyright, trade secret or other proprietary rights.
 - 2.5. Making available any unsolicited or unauthorized materials such as "junk mail", "spam", "chain letters", or other forms of solicitation except those that are designated for legitimate business purposes of Public Body;
 - 2.6. Transmitting software viruses, computer code, or programs ("malware") designed to destroy or limit County's or other entities computer system(s); or acquiring any information to which the transmitting party is not entitled.

E-MAIL SERVICE EXHIBIT VI

- 2.7. Violating any applicable International, Federal, State, or local laws except for transmissions used in connection with any legitimate governmental law enforcement purpose.
3. Public Body shall be responsible for the costs of restoring, retrieving, or examining email undertaken by County at the request of Public Body. The cost shall be invoiced at the then current hourly rate, including benefits, paid by County to the person(s) capable of restoring, retrieving, or examining email mailbox contents.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

County will provide this I. T. Service to Public Body without a fee or cost.

LICENSED USE AND ACCESS

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

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

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

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. **CLEMIS DIVISION RESPONSIBILITIES.**

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the Chief on behalf of South Lyon. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. **Execution of Exhibit V.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit V to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list

to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will

Page 3 of 9

EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.

4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.**

County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.

4.3. **Continuous Access to Public Body Data by Third Parties.**

4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.

4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.

4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.

4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA

made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

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

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

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body

uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets,

Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

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

7. **CLEMIS ADVISORY COMMITTEE.**

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

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

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

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

☐

Tier 1

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

☐

Tier 2

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

☐

Tier 2.5

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

☐

Tier 3

☐

16 or more FTE's

☐

6 – 15 FTE's

☐

1 – 5 FTE's

Tier 4 Rescinded

Tier 5 Rescinded

☐

Tier 6 (eCLEMIS)

☐

19 or more FTE's

☐

6 – 18 FTE's

☐

1 – 5 FTE's

☐

Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

☐

Tier 8 Jail Management (outside Oakland County)

☐

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan

(does not contribute any data)

☐

District Court in Oakland County (excluding 52nd District Courts)

☐

Pays CLEMIS Fee: receives ticket data.

☐

OPT-OUT of CLEMIS Citation Payment Application

☐

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

☐

District Court outside Oakland County

☐

Pays CLEMIS Fee: receives ticket data.

☐

OPT-OUT of CLEMIS Citation Payment Application

☐

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

☐

Circuit Court (outside Oakland County - does not contribute any data)

☐

Prosecutor Office (outside Oakland County, does not contribute any data)

☒

FRMS Participant (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

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



Mobile Data Computers ("MDC")

- ☒ **WITH** County provided wireless ☐ **WITHOUT** County provided wireless
☐ **CAD Only WITHOUT** County provided wireless



Livescan

- ☒ **WITH** printer ☐ **WITHOUT** printer



Mugshot

- ☒ Capture Station and Investigative ☐ Investigative Only



Jail Management

- ☐ CLEMIS Member located in Oakland County
☐ CLEMIS Member located outside Oakland County



OakVideo (CLEMIS Member located outside Oakland County)



Crime Mapping Application



Pawn Application



Fire Records Management System In Oakland County

- ☒ Phase I ☐ Phase II



Fire Records Management System Outside Oakland County



Fire Department In Oakland County Data Extract



Fire Department Outside Oakland County Data Extract



CRASH Report Payment Amount: \$



Enhanced Access Fee Disbursement Instructions

- ☐ Disbursement when Requested ☐ Disbursement Quarterly

Make Check Payable to:



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



CLEMIS Member / Public Body requests that County provide Public Body's data to the following entity:

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____



Memorandum

To: Chief Lloyd Collins – South Lyon Police Department
From: Kim McCabe, CLEMIS
RE: IT / CLEMIS Agreements
Date: November 3, 2015

Attached is an electronic copy of the Agreement for IT Services, CLEMIS Exhibit X with Addendum A, and any other exhibits that apply to your agency for your review and execution. Please print two copies.

Please get the appropriate signatures from your City / Twp Council / Board member and a witness, and date both copies of the contract. A copy of the Resolution or Minutes from your Public Body authorizing signatory permission to sign these documents is required.

Your Public Body representative, Police Chief/Director and/or Fire Chief may sign Addendum A for CLEMIS Services if they are authorized to sign for your department.

Note: If your jurisdiction includes both Police & Fire (FRMS) Members, only one agreement and Addendum A needs to be signed and returned to CLEMIS.

Please return two originals, along with a certified copy of the resolution or minutes to the following:

Oakland County Information Technology - CLEMIS
1200 N Telegraph Road, Department 421
Pontiac, MI 48341-0421

Attn: Kim McCabe

One original will be returned to you after it is executed by Oakland County.

If you have any legal questions, please contact Jodi Hall of Oakland County Corporation Counsel at 248-858-0555.

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief of Police



Memorandum

To: Lynne Ladner, City Manager

From: Chief Lloyd T. Collins

Subject: Revised IT/CLEMIS Agreement

Date: December 3, 2015

Oakland County Court and Law Enforcement Management Information System, (CLEMIS), has revised the agreement with local communities and has requested approval/execution of the new agreement. The agreement governs IT service provision by CLEMIS to member communities. Both the South Lyon Police Department and South Lyon Fire Department utilize CLEMIS services.

The attached agreement has been reviewed by David Gillam, Esq., of Johnson, Rosati, Schultz & Joppich, P.C. Mr. Gillam recommends approval of the document. If approved by City Council, two copies of the agreement should be signed by Mayor Galeas and returned to the Police Department for forwarding to CLEMIS.

Also attached is a memorandum from Kim McCabe of CLEMIS that explains the requested document execution procedure. Please note that a copy of the resolution or minutes from the meeting of the public body authorizing signatory permission is requested.

Oakland County also included an attachment regarding G2G Cloud Solutions that may be of interest to local municipalities.



Dear Government Agency:

As you may or may not know, Oakland County, MI started an initiative called G2G Cloud Solutions that provides credit card and electronic check transactions to government agencies at the counter and/or online, throughout the State of Michigan.

The premise of this initiative is to reduce the cost of government by sharing technology with other government agencies to benefit all involved.

A special feature of G2G Cloud Solutions is the 'share back' program that **provides 50% of the net convenience fees collected from your government agency back to you or the funding unit of a court.** For example, we have shared back approximately **\$1,000 to \$20,000** to a government agency within a fiscal year. These funds can be used to improve your government services and technology therefore providing an added benefit to the citizens in your area.

If you are interested in hearing how this initiative would work with your government agency, please contact Val Talia at (248) 858-1424 or taliav@oakgov.com.

Regards,

A handwritten signature in black ink, appearing to read 'Phil Bertolini'.

Phil Bertolini
Deputy County Executive & CIO
Oakland County, MI

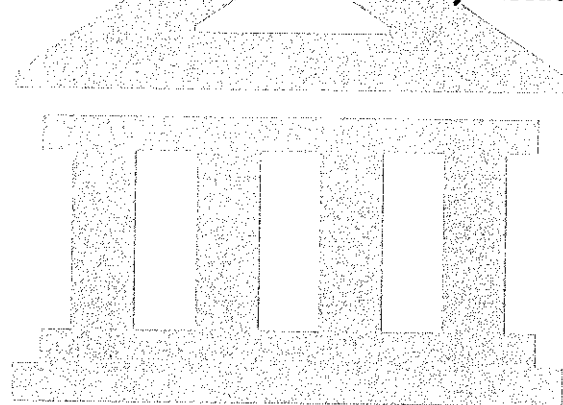
"Build it once, pay for it once and everyone benefits"



An Initiative of Oakland County Executive, L. Brooks Patterson

"Cloud computing will create opportunities for state, county, and local governments to collaborate and to lower the cost of using and owning technology. This is the ultimate in shared services."

L. Brooks Patterson
Oakland County Executive



What is G2G Cloud Solutions?

G2G Cloud Solutions was developed by Oakland County, Michigan to improve government services by sharing technology with other government agencies at little or no cost, therefore reducing the cost of government.

G2G Cloud Solutions offers two FREE services: Over the Counter Payments and Online Payments.

Over the Counter Payments

- Over the Counter Payments allows government agencies to take credit card payments at their counter with a single swipe process is quick, simple and secure
- A receipt of the transaction can be printed or emailed for the citizen
- The swipe terminals are free and accept Visa, MasterCard and Discover

Online Payments

- Online Payments allows government agencies to take credit card and electronic check payments through the internet that is easy, convenient and secure
- Payments will match the brand on your website and provide seamless integration into your online presence
- Each online payment provides customizable fields to gather the necessary information to meet your needs

Government *Helping* Government

What Makes Us Different?

- Government helping Government
- Trusted Government Provider
- We understand your needs
- Revenue Sharing Provided

Revenue Sharing is Included:

- We provide 50% of the net convenience fees collected from your government agency back to you or the funding unit.
- For example, in a fiscal year, we have shared back anywhere from \$1,000-\$20,000 to a government agency.

How to Get Started with G2G Cloud Solutions:

1

Contact G2G Cloud Solutions

We are excited to hear from you and share further details about our services. To learn more, contact Val Talia at (248) 858-1424 or taliav@oakgov.com

2

Schedule a Demo

Schedule a one hour meeting where we will review the services, provide a demo of Over the Counter and Online Payments and answer any questions

3

Review & Sign the Interlocal Agreement

We use an interlocal agreement to sign on government agencies. The agreement will provide further detailed information about the services

For additional information, visit our website at www.g2gcloud.com or call (248) 858-1424

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief of Police



Memorandum

To: Lynne Ladner, City Manager

From: Chief Lloyd T. Collins

Subject: Revised IT/CLEMIS Agreement

Date: December 3, 2015

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Oakland County also included an attachment regarding G2G Cloud Solutions that may be of interest to local municipalities.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

Timothy S. Wilhelm
twilhelm@jrsjlaw.com

www.jrsjlaw.com

December 9, 2015

Lynne Ladner, City Manager
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

RE: Lexington Place

Dear Ms. Ladner:

This correspondence is to follow up on Robertson Brothers' request for final approval of the water and sewer utilities in Lexington Place Condominium and its request that the City accept the bill of sale and easements for those utilities. Robertson Brothers' attorney provided the enclosed Assignment of Developer Rights recorded in the Oakland County Register of Deeds showing that Robertson South Lyon, LLC is the developer and has authority to dedicate, transfer and convey the easements and utilities for Lexington Place Condominium pursuant to Article VII (Easements and Encumbrances, p. 10) of the Master Deed of Lexington Place Condominium, Oakland County Condominium Subdivision Plan No. 1743 recorded in the Oakland County Register of Deeds on May 23, 2005, Liber 35553, Page 78.

The bill of sale, sanitary sewer system easement, and water supply system easement have been executed by Robertson South Lyon, LLC pursuant to its authority under the Master Deed and are acceptable. The City may proceed with final approval and acceptance of the water and sewer utilities for Lexington Place Condominium.

Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

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

Timothy S. Wilhelm

TSW/am
Enclosure

cc: Mike Darga, HRC, City Engineer
Bob Martin, DPW

APR 20 2012

93136
LIBER 44117 PAGE 281
\$22.00 HISC RECORDING
\$4.00 REINUMENTATION
04/26/2012 11:15:40 A.M. RECEIPT# 40341
PAID RECORDED - OAKLAND COUNTY
BILL BULLARD JR, CLERK/REGISTER OF DEEDS

COPY

(ABOVE SPACE FOR RECORDING PURPOSES)

ASSIGNMENT OF DEVELOPER'S RIGHTS

This Assignment of Developer's Rights ("Assignment") is executed as of the date stated below by Robertson Real Estate Services, LLC, a Michigan limited liability company whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301 ("Assignor"), in favor of Robertson South Lyon, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, MI 48301 ("Assignee").

For good and valuable consideration, Assignor hereby quit claim assigns, conveys, and transfers to Assignee all of the Assignor's right, title, and interest as developer of the Lexington Place Condominium (the "Condominium"), a condominium project established pursuant to the Master Deed recorded at Liber 35553, Page 78, Oakland County Register, and known as Oakland County Condominium Subdivision Plan No. 1743 as to that portion of the Condominium more particularly described in Exhibit A attached hereto.

This Assignment includes specifically, but without limitation, the following:

- a. All rights conferred by Articles VII, VIII, XI and XII, and XIV of the Master Deed to developer with respect to all or any portion of the land described therein that remains undeveloped.
- b. All easements, licenses or other rights of use over the roads, driveways, walkways or any other portion of the common elements of the Project for purposes of ingress and egress to or from all or any portion of the Project.
- c. All easements, licenses or other rights to construct, utilize, tap, or tie into any or all utility mains located on the Project for purposes of development or utilization of all or any portion of the Project.
- d. All rights necessary or incidental to the development, rental, sale or other use of the Project including, without limitation, all rights set forth in Section 13 of Article VI of the Bylaws for the Project.

- e. All rights conferred by Articles II, Section 7 and XI of the Bylaws for the Project with respect to the payment of assessments by the developer of the project and the operations of the association and election/selection of the board of directors of the association that administers the Project.
- f. All rights conferred by Section 67(3) of the Michigan Condominium Act.

Assignor makes no representations or warranties whatsoever regarding whether this Assignment is enforceable or whether this Assignment will permit the Assignee to exercise any of the rights assigned hereunder.

This Assignment shall bind and inure to the benefit of the parties hereto, their successors and assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated as of the 29 day of February, 2012.

Robertson Real Estate Services, LLC,
a Michigan limited liability company

By: Robertson Brothers Co., a Michigan
corporation, Manager

By: [Signature]
James V. Clarke
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29 day of February, 2012, by James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Real Estate Services, LLC. a Michigan limited liability company, on behalf of the corporation and company.

[Signature]

Notary Public, State of Michigan
County, MI

My commission expires: _____
Acting in Oakland County

CATHERINE KIM SHIERK
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 30, 2012
Acting in the County of Oakland

Drafted By:	After recording return to:
C. Kim Shierk Myers Nelson Dillon & Shierk, PLLC 40701 Woodward Avenue, Suite 235 Bloomfield Hills, Michigan 48304	Assignee

EXHIBIT 1

ASSIGNMENT OF DEVELOPER'S RIGHTS

LEGAL DESCRIPTION

Real estate situated in the County of Oakland, City of South Lyon, State of Michigan, described as follows:

Units 6, 7 and 8, Building 3, Units 9, 10, 11 and 12, Building 4, Units 13 and 14, Building 5, Units 15, 16 and 17, Building 6, Units 18 and 19, Building 7, Units 20 and 21, Building 8, Units 22, 23 and 24, Building 9, Units 25 and 26, Building 10, Units 27, 28 and 29, Building 11, Units 30, 31 and 32, Building 12, Units 33 and 34, Building 13, Units 35, 36 and 37, Building 14, Units 38, 39, 40 and 41, Building 15, Units 42, 43 and 44, Building 16, Units 45, 46 and 47, Building 17, Units 48, 49, 50 and 51, Building 18, Units 52 and 53, Building 19, Units 61, 62, 63 and 64, Building 22, Units 65, 66, 67 and 68, Building 23 of LEXINGTON PLACE CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 35553, page 78, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1743 and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in Master Deed, and any amendments thereto, as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

Tax Item Nos:

21-17-311-006, as to Unit 6, Building 3
21-17-311-007, as to Unit 7, Building 3
21-17-311-008, as to Unit 8, Building 3
21-17-311-009, as to Unit 9, Building 4
21-17-311-010, as to Unit 10, Building 4
21-17-311-011, as to Unit 11, Building 4
21-17-311-012, as to Unit 12, Building 4
21-17-311-013, as to Unit 13, Building 5
21-17-311-014, as to Unit 14, Building 5
21-17-311-015, as to Unit 15, Building 6
21-17-311-016, as to Unit 16, Building 6
21-17-311-017, as to Unit 17, Building 6
21-17-311-018, as to Unit 18, Building 7
21-17-311-019, as to Unit 19, Building 7
21-17-311-020, as to Unit 20, Building 8
21-17-311-021, as to Unit 21, Building 8
21-17-311-022, as to Unit 22, Building 9
21-17-311-023, as to Unit 23, Building 9
21-17-311-024, as to Unit 24, Building 9
21-17-311-025, as to Unit 25, Building 10
21-17-311-026, as to Unit 26, Building 10
21-17-311-027, as to Unit 27, Building 11
21-17-311-028, as to Unit 28, Building 11

21-17-311-029, as to Unit 29, Building 11
21-17-311-030, as to Unit 30, Building 12
21-17-311-031, as to Unit 31, Building 12
21-17-311-032, as to Unit 32, Building 12
21-17-311-033, as to Unit 33, Building 13
21-17-311-034, as to Unit 34, Building 13
21-17-311-035, as to Unit 35, Building 14
21-17-311-036, as to Unit 36, Building 14
21-17-311-037, as to Unit 37, Building 14
21-17-311-038, as to Unit 38, Building 15
21-17-311-039, as to Unit 39, Building 15
21-17-311-040, as to Unit 40, Building 15
21-17-311-041, as to Unit 41, Building 15
21-17-311-042, as to Unit 42, Building 16
21-17-311-043, as to Unit 43, Building 16
21-17-311-044, as to Unit 44, Building 16
21-17-311-045, as to Unit 45, Building 17
21-17-311-046, as to Unit 46, Building 17
21-17-311-047, as to Unit 47, Building 17
21-17-311-048, as to Unit 48, Building 18
21-17-311-049, as to Unit 49, Building 18
21-17-311-050, as to Unit 50, Building 18
21-17-311-051, as to Unit 51, Building 18
21-17-311-052, as to Unit 52, Building 19
21-17-311-053, as to Unit 53, Building 19
21-17-311-061, as to Unit 61, Building 22
21-17-311-062, as to Unit 62, Building 22
21-17-311-063, as to Unit 63, Building 22
21-17-311-064, as to Unit 64, Building 22
21-17-311-065, as to Unit 65, Building 23
21-17-311-066, as to Unit 66, Building 23
21-17-311-067, as to Unit 67, Building 23
21-17-311-068, as to Unit 68, Building 23

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the sixty-eight (68) Units are equal.

ARTICLE VII EASEMENTS AND ENCUMBRANCES

The Condominium is subject to the following easements, restrictions, and agreements:

- (a) Developer reserves the right and power to dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for Residences in one hundred (100%) percent of the Units that may be established in the Condominium, the foregoing rights and powers may be exercised by the Association. Upon dedication of the roads in the Condominium, the rights-of-way for said roads, including the landscaping, trees and any sidewalks located therein shall be owned by the City of South Lyon. Notwithstanding the foregoing, the Developer does not presently intend to dedicate the roads within the Condominium to public use.
- (b) Upon approval by and affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.
- (c) Developer reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements and portions of Units for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications; provided that no easement granted pursuant to this provision shall encumber portions of Units outside of the building set-back areas within those Units. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing right and power may be exercised by the Association. The right to grant easements that is reserved in this paragraph (c) shall include the right to grant such easements as may reasonably be required by the City of South Lyon or such other governmental agencies as shall have jurisdiction over the Condominium.
- (d) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for the



PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton

SENIOR ASSOCIATES

Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan

ASSOCIATES

Jonathan E. Booth
Marvin A. Olane
Marshall J. Grazioli
Donna M. Martin
Charles E. Hart
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham

HUBBELL, ROTH & CLARK, INC.

OFFICE: 105 W. Grand River
Howell, MI 48843
PHONE: 517.552.9199
FAX: 517.552.6099
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

November 17, 2015

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

Attn: Ms. Lynne Ladner, City Manager

Re: Final Inspection & Utility Dedication
Lexington Place Condominiums

HRC Job No. 20020874.02

Dear Ms. Ladner:

As requested, a representative of this office has visited the above site to conduct a final inspection. It appears that the items from our previous inspections have been satisfactorily completed. The water main and sanitary sewer utilities are ready for final acceptance by the City.

The original signed copies of the water main easement, sanitary sewer easement and bill of sale are enclosed. These documents have been prepared in accordance with the City's Policy for Dedication of Utilities from Private Developments and can be recorded with the County.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Michael P. Darga, P.E.

MPD/mpd

Enclosure

pc: City of South Lyon; B. Martin
JRSJ; T. Wilhelm
HRC; J. VanDeCreek, J. Booth, File

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that ROBERTSON SOUTH LYON, LLC, 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 ("Seller"), in consideration of \$1 received from the City of South Lyon, Oakland County, Mi, ("Buyer"), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred, and delivered and by these presents does bargain, sell, grant, convey, transfer, and deliver unto Buyer the following:

Sanitary Sewer Quantities

8" Sanitary Sewer = 1,346 LF

10" Sanitary Sewer = 1,465 LF

Sanitary Manholes = 18

Water Main Quantities

8" D.I.W.M. = 1,221 LF

12" D.I.W.M. = 1,772 LF

Fire Hydrant Assembly = 10

To have and to hold the same unto Buyer, its executors, administrators, and assigns forever:

Seller warrants and represents to Buyer that the title conveyed is good, its transfer is rightful, and the above listed property is delivered free from any security interest or other lien or encumbrance and that Seller has not done, or allowed to be done, any act by which all or any part of the property conveyed hereunder to encumber title.

IN WITNESS WHEREOF, Seller has hereunto executed and delivered this Bill of Sale this 22nd of October, 2015.

ROBERTSON SOUTH LYON, LLC, a Michigan
limited liability company

By: Robertson Brothers Co., a Michigan corporation,
Manager

By: 

James V. Clarke

Its: President

SANITARY SEWER SYSTEM EASEMENT

KNOW ALL PERSONS that Robertson South Lyon, LLC, a Michigan limited liability company ("Grantor"), whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, party of the first part, for and in consideration of the sum of \$1.00 paid to the Grantor(s) by the City of South Lyon, (a Michigan Municipal Corporation), party of the second part, whose address is, 335 South Warren, South Lyon Michigan 48178 do hereby grants to the party of the second part the right to construct, operate, maintain, repair, and/or replace a Sanitary Sewer System within a permanent easement across and through the following described land ("Property") situated in the City of South Lyon, County of Oakland, State of Michigan to wit:

**SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A" AND
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B"
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN**

This conveyance also includes the right of the City, its contractors, and/or representatives to use the private roads in Lexington Place Condominium for all ingress and egress purposes associated with its obligations herein.

The Property so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to substantially the condition as existing prior to construction by the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature this 22nd day of October, 2015.

ROBERTSON SOUTH LYON, LLC, a Michigan limited liability company

BY: ROBERTSON BROTHERS CO., a Michigan corporation,
MANAGER

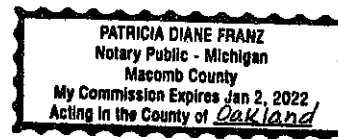
BY: 
James V. Clarke, President

COUNTY OF OAKLAND)
) SS
STATE OF MICHIGAN)

The foregoing instrument was acknowledged before me in Oakland County, Michigan, this 22nd day of October, 2015 by James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson South Lyon, LLC, a Michigan limited liability company, on behalf of the company and corporation.

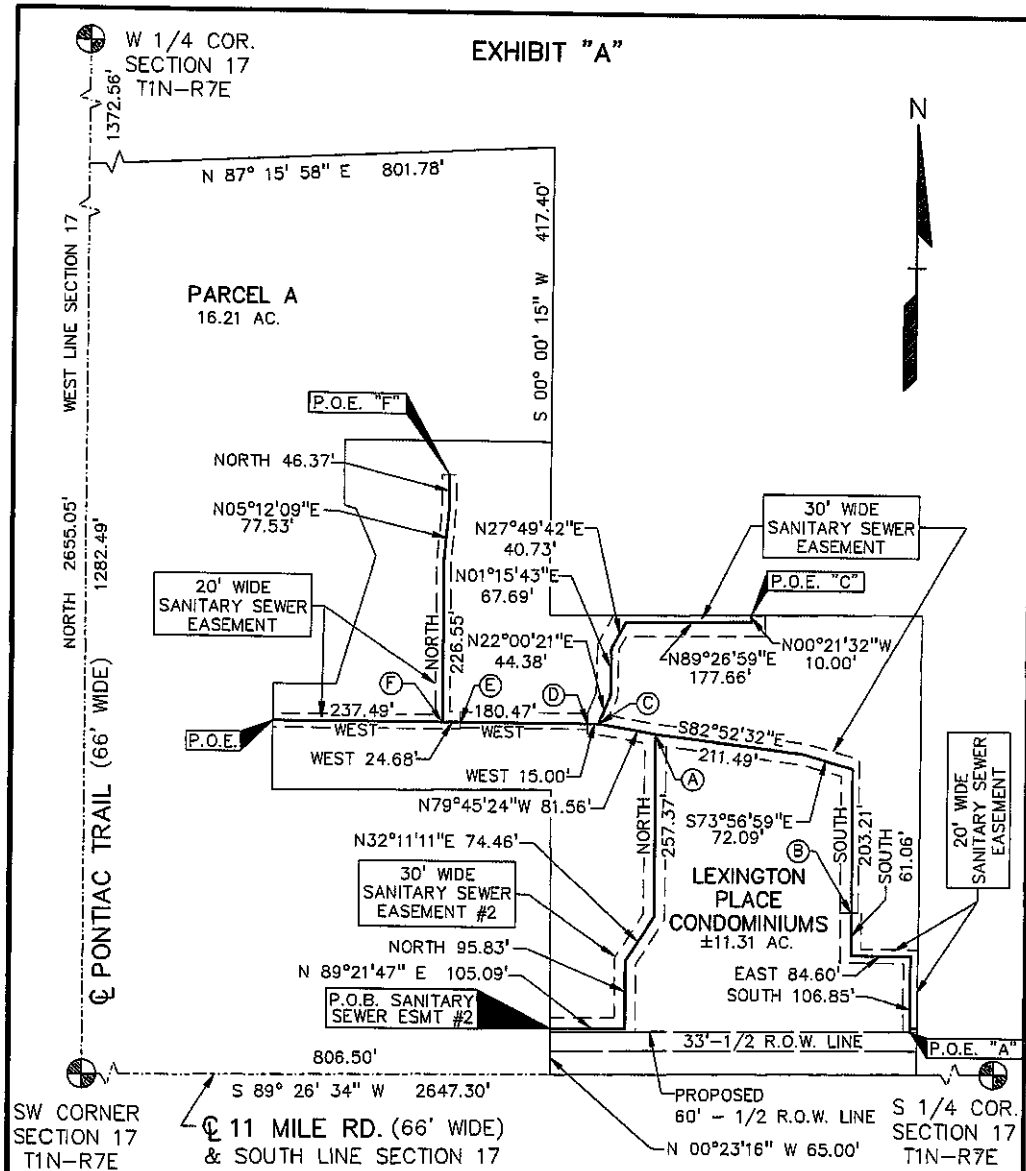
Notary Public: Patricia Diane Franz
Patricia Diane Franz
Print or Type Name

My commission expires: 1-2-2022
Macomb County
Acting in Oakland County,



Drafted by:
C. Kim Shierk
Myers Shierk & LaBelle, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When Recorded return to:
City Clerk
City of South Lyon
335 South Warren
South Lyon, Michigan 48178



LEGEND: ● IRON SET ● IRON FOUND ● SECTION CORNER



PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: **ROBERTSON BROTHERS**

SCALE: 1"=200'

FIELD: AC/JW

DRAWN: PLK

DATE: 11-30-12

JOB: 2011088

DWG. No: 1 of 2

FILE: 11088-UTIL-ESMTS.DWG
REVISED: 01-17-2014

2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

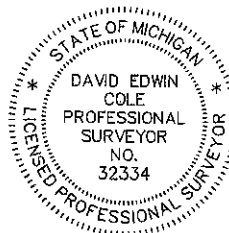


EXHIBIT "B"

SANITARY SEWER EASEMENT #2

A variable width easement for sanitary sewer in the SW 1/4 of Section 17, T1N-R7E, Lyon Township, Oakland County, Michigan, having the following described centerline: Commencing at the Southwest corner said Section 17; thence along the centerline of 11 Mile Road and the south line of said Section 17, S 89°26'34" W, 806.50 feet; thence N 00°23'16" W, 65.00 feet to the **POINT OF BEGINNING** of the centerline of this variable width easement for sanitary sewer; thence along the centerline of a 30-foot wide sanitary sewer easement, N 89°21'47" E, 105.09 feet; thence due North, 95.83 feet; thence N 32°11'11" E, 74.46 feet; thence due North, 257.37 feet to Point of Branching "A"; thence N 79°45'24" W, 81.56 feet to **Point of Branching "C"**; thence due West, 15.00 feet to **Point of Transition "D"**, said point being a point of transition from a 30-foot wide easement to a 23-foot wide easement, being 8-foot wide on the left and 15-foot wide on the right of the following described line; thence due West, 180.47 feet to **Point of Transition "E"**; said point being a point of transition from a 23-foot wide easement to a 25-foot wide easement, being 10-foot wide on the left and 15-foot wide on the right of the following described line; thence due West, 24.68 feet to **Point of Branching "F"**; said point being a point of transition from a 25-foot wide easement to a 20-foot wide easement centered on the following described centerline; thence due West, 237.49 feet to a **Point of Ending**; also beginning from the aforementioned Point of Branching "A", thence along the centerline of a 30-foot wide easement, S 82°52'32" E, 211.49 feet; thence S 73°56'59" E, 72.09 feet to the end of the 30-foot wide easement and the beginning of a 25-foot wide easement being 9-foot wide on the left and 16-foot wide on the right of the following described line; thence due South, 203.21 feet to **Point of Transition "B"**; said point being a point of transition from a 25-foot wide easement to a 30-foot wide easement, being 14-foot wide on the left and 16-foot wide on the right of the following described line; thence continuing due South, 61.06 feet to the end of the 30-foot wide easement and the beginning of centerline of a 20-foot wide easement; thence due East, 84.60 feet and due South, 106.85 feet to **POINT OF ENDING "A"**; also beginning from the aforementioned **Point of Branching "C"** along the line of a 30-foot wide easement, being 20-foot wide on the left and 10-foot wide on the right of the following described line: thence N 22°00'21" E, 44.38 feet, thence N 01°15'43" E, 67.69 feet; thence N 27°49'42" E, 40.73 feet to the end of the 30-foot wide easement and the beginning of a 30-foot wide easement, being 10-foot wide on the left and 20-foot wide on the right of the following described line: thence N 89°26'59" E, 177.66 feet; thence N 00°21'32" W, 10.00 feet to **POINT OF ENDING "C"**; also beginning from aforementioned **Point of Branching "F"**; thence along the centerline a 20-foot wide easement due North, 226.55 feet; thence N 05°12'09" E, 77.53 feet; thence due North 46.37 feet to **POINT OF ENDING "F"**.



2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: **ROBERTSON BROTHERS**

SCALE: NO SCALE

FIELD: AC/JW

DRAWN: PLK

DATE: 11-30-12

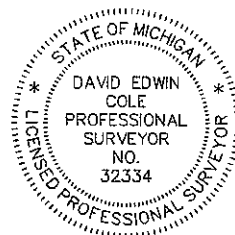
JOB: 2011088

DWG. No: 2 of 2

0 100 200 400

FILE: 11088-UTL-ESMTS.DWG

REVISED: 01-17-2014



WATER SUPPLY SYSTEM EASEMENT

KNOW ALL PERSONS that Robertson South Lyon, LLC, a Michigan limited liability company ("Grantor"), whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, party of the first part, for and in consideration of the sum of \$1.00 paid to the Grantor by the City of South Lyon, (a Michigan Municipal Corporation), party of the second part, whose address is, 335 South Warren, South Lyon Michigan 48178 do hereby grants to the party of the second part the right to construct, operate, maintain, repair, and/or replace a water supply system within a permanent easement across and through the following described land ("Property") situated in the City of South Lyon, County of Oakland, State of Michigan to wit:

**SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A" AND
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B"
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN**

This conveyance also includes the right of the City, its contractors, and/or representatives to use the private roads in Lexington Place Condominium for all ingress and egress purposes associated with its obligations herein.

The Property so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to substantially the condition existing prior to construction by the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature this 22nd day of October, 2015.

ROBERTSON SOUTH LYON, LLC, a Michigan limited liability company

BY: ROBERTSON BROTHERS CO., a Michigan corporation,
MANAGER

BY: 

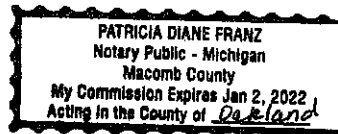
James V. Clarke, President

COUNTY OF OAKLAND)
) SS
STATE OF MICHIGAN)

The foregoing instrument was acknowledged before me in Oakland County, Michigan, this 22nd day of October, 2015 by James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson South Lyon, LLC, a Michigan limited liability company, on behalf of the company and corporation.

Notary Public: Patricia Diane Franz
Patricia Diane Franz
Print or Type Name

My commission expires: 1-2-2022
Macomb County
Acting in Oakland County



Drafted by:
C. Kim Shierk
Myers Shierk & LaBelle, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When Recorded return to:
City Clerk
City of South Lyon
335 South Warren
South Lyon, Michigan 48178

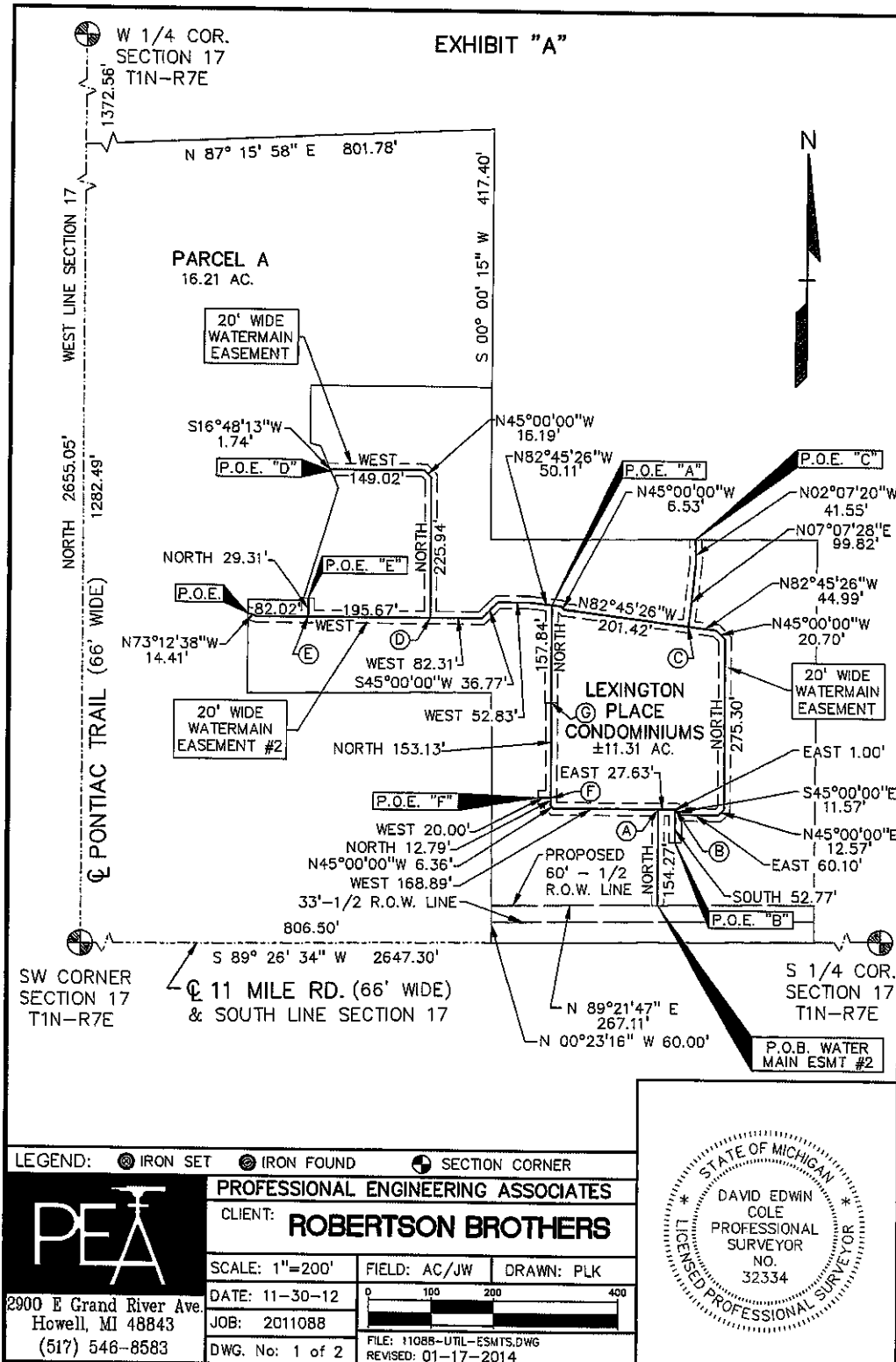


EXHIBIT "B"

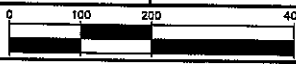
WATERMAIN EASEMENT #2

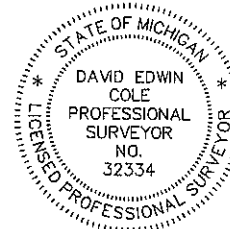
A 20-foot wide easement for water main in the SW 1/4 of Section 17, T1N-R7E, Lyon Township, Oakland County, Michigan. Commencing at the Southwest corner said Section 17; thence along the centerline of 11 Mile Road and the south line of said of Section 17, N 89°26'34" E, 806.50 feet; thence N 00°23'16" W, 60.00 feet to the northerly Right-of-Way line of 11 mile Road (60-foot wide 1/2 Right-of-Way); thence along said Right-of-Way line N 89°21'47" E, 267.11 feet to the **POINT OF BEGINNING** of the centerline of this 20-foot wide easement for water main; thence due North, 154.27 feet to **Point of Branching "A"**; thence due East, 27.63 feet to **Point of Branching "B"**; thence continuing due East, 1.00 feet; thence S 45°00'00" E, 11.57 feet; thence due East, 60.10 feet; thence N 45°00'00" E, 12.57 feet; thence due North 275.30 feet; thence N 45°00'00" W, 20.70 feet; thence N 82°45'26" W, 44.99 feet to **Point of Branching "C"**; thence continuing N 82°45'26" W, 201.42 feet; thence N 45°00'00" W, 6.53 feet; thence N 82°45'26" W, 50.11 feet; thence due West, 52.83 feet; thence S 45°00'00" W, 36.77; thence due West 82.31 feet to **Point of Branching "D"**; thence continuing due West, 195.67 feet to **Point of Branching "E"**; thence continuing due West, 82.02 feet; thence N 73°12'38" W, 14.41 feet to a **POINT OF ENDING**; also beginning from the aforementioned **Point of Branching "A"**; thence due West, 168.89 feet; thence N 45°00'00" W, 6.36 feet; thence due North, 12.79 feet to **Point of Branching/Transition "F"**, said point being a point of transition from a 20-foot wide easement to an 18.50-foot wide easement, being 8.50-foot wide on the left and 10-foot wide on the right of the following described line; thence continuing due North 153.13 feet to **Point of Transition "G"** said point being a point of transition from an 18.50-foot wide easement to a 20-foot wide easement centered on the following described centerline: thence continuing due North 157.84 feet to **Point of Ending "A"**; also beginning from the aforementioned **Point of Branching "B"**; thence along the centerline of this 20-foot wide easement, due South, 52.77 feet to **POINT OF ENDING "B"**; also beginning from the aforementioned **Point of Branching "C"**; thence thence along the centerline of this 20-foot wide easement N 07°07'28" E, 99.82 feet; thence N 02°07'20" W, 41.55 feet to **POINT OF ENDING "C"**; also beginning from the aforementioned **Point of Branching "D"**; thence along the centerline of a 20-foot wide easement, due North, 225.94 feet; thence N 45°00'00" W, 16.19 feet; thence due West, 149.02 feet; thence S 16°48'13" W, 1.74 feet to **POINT OF ENDING "D"**; also beginning from the aforementioned **Point of Branching "E"**; thence along the centerline of this 20-foot wide easement, due North, 29.31 feet to **POINT OF ENDING "E"**; also beginning from the aforementioned **Point of Branching/Transition "F"**; thence thence along the centerline of this 20-foot wide easement due West, 20.00 feet to **POINT OF ENDING "F"**.

PEA
2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: **ROBERTSON BROTHERS**

SCALE: NO SCALE	FIELD: AC/JW	DRAWN: PLK
DATE: 11-30-12		
JOB: 2011088	FILE: 11088-UTIL-ESMTS.DWG	
DWG. No: 2 of 2	REVISED: 01-17-2014	



Lloyd Collins

From: Jeff Noechel <Jnoechel@southlyonmi.org>
Sent: Wednesday, December 02, 2015 3:00 PM
To: rcottongim@hotmail.com
Cc: Lloyd Collins; Fire Chief
Subject: Witch's Hat Outdoor Anniversary Party 12/26

Ryan,

Per our discussions and the diagrams that you have provided for your upcoming event on 12/26/2015, the follow points shall be enforced:

1. Fire pits shall be a minimum of 25' from the main front doors and overhang of the Witch's Hat.
2. Fire pits shall be spaced a minimum of 15' apart.
3. All fire pits shall be continually monitored by trained staff while in use.
4. All fire pits shall be covered while in use, unless being re-stoked.
5. Only clean wood shall be burned in the fire pits. No trash shall be burned.
6. Fire pits shall be protected by either a portable fire extinguisher (10lb ABC) or a working garden hose.
7. One to two fire pits requires one portable fire extinguisher. Every additional fire pit requires the addition of one extra fire extinguisher of the same size.
8. All fires are to be completely extinguished at the end of the event.
9. Once extinguished, all ash from the pits shall be stored in a metal trash and disposed of properly at your earliest convenience.
10. Based on the drawing you have provided, the Occupancy Load for the area outside shall not exceed 450 souls at any single point. The building's current occupancy load of 99 shall remain in effect.

Jeff Noechel
Lieutenant - South Lyon Fire Department
217 Whipple Street, South Lyon, MI 48178
(248) 437-2616 phone (248) 437-3025 fax



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Temporary Authorization Instructions

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R 436.1419)

This application **must** be completed and returned with a \$70.00 inspection fee for each application submitted before it can be considered by the Commission. All answers must be typed or printed. Sign the completed form in ink and return it to the MLCC with the inspection fee. Make all checks or money orders payable to the "State of Michigan". Any changes made to the application after it has been considered by the Commission will require submission of a new application along with a \$70.00 inspection fee.

The MLCC may not issue more than 12 daily temporary authorizations to a licensee for each type of temporary authorization requested in a calendar year upon completion of this application and approval of the chief law enforcement officer who has jurisdiction. A licensee is prohibited from having the outdoor sale, service and consumption of beer, wine, and/or spirits without the prior written approval of the MLCC.

The following documents and fees must be submitted at least 10 days in advance of your event in order for your request to be considered complete:

- ☒ Application - All parts **must** be answered and application must be signed by the licensee.
- ☒ A \$70.00 inspection fee **must** be submitted. A Credit Card Authorization Form is attached for faxed applications.
- ☒ Diagram - Must contain the same information that is requested in Part 3, questions 1 through 10 of the application.

Failure to provide a completed application will result in the denial of your application for temporary authorization.

Reminders

If approval is granted, the on-premise license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

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

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

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



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Application for Temporary Authorization

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R436.1419 of the M.A.C.)

A non-refundable inspection fee of \$70.00 is required with the submission of your application.

Part 1: Applicant Information

Name of licensee: Witch's Hat Brewing Company, LLC

Address of business: 601 S Lafayette South Lyon, MI 48178

Name of Contact: Ryan Cottongim

License type and number: Microbrewer Lic# 242051

Business Phone: 248-486-2595

Fax number: n/a

E-mail address: rcottongim@hotmail.com

Part 2: Type of Event

Specifically describe the type of event(s) being held for each date requested:

Outdoor serving area for anniversary party on 12/26/2015 from 11am to midnight

Please check below if your event will include any of the following:

☐ Dancing ☐ Classic Cars ☐ Tournaments ☐ Contests ☐ Motorcycles ☐ Concerts ☐ Competitive Fight

*Include this information on your diagram in order to provide an accurate site plan. Enclose a copy (if created) of promotional materials/flyers.

Part 3: Temporary Authorization for Outdoor Service - Please complete, if applicable

Dates requested: 12/26/2015

1. What are the dimensions of the proposed area? 72 feet by 126 feet.

2. What is the type and height of the barrier that will be used to enclose the area? 4ft tall orange snow fence

Note: Pursuant to administrative rule R 436.1419(2), the outdoor service area must be well-defined and clearly marked for the proposed outdoor service area and pursuant to rule 436.1003, the outdoor service area must comply with local ordinances.

3. Will the proposed outdoor service area be connected to the licensed premises? ☒ Yes ☐ No

If you answered "no", what is the distance? _____

4. Is the entrance/exit point(s) for the proposed outdoor service area through the licensed premises? ☐ Yes ☒ No

5. Are there any dedicated streets or intervening property between the licensed premises and the proposed area? ☐ Yes ☒ No

If you answered "yes", please explain (and include this information on your diagram): _____

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

Staff and volunteer staff will handle security during the event. TIPS trained staff and management will be on site to prevent sales to minors and visibly intoxicated persons/

7. Is the location of the proposed area owned, rented or leased by the licensee? ☒ Yes ☐ No

If you answered "no", you must provide a lease or written permission for the proposed area with this application.

8. Is the location of the proposed area located on property owned by the city, village or township? ☐ Yes ☒ No

If you answered "yes", you must provide written permission for use of the property from the city, township or village with this application.

9. Is location of the proposed area in the same governmental unit as the licensed premises? ☒ Yes ☐ No

If you answered "no", please explain: _____

10. Does your license currently include an Additional Bar Permit? ☐ Yes ☒ No

If you answered "no", you will be restricted to table service only unless you submit a request for a new additional bar permit.

In addition to the questions above it is required that you submit a clear/legible diagram which indicates where the licensed premises is located in conjunction to the proposed temporary outdoor service area. Also make sure that the diagram contains the same information that is asked in Part 3, questions 1 through 10 of this application.

Part 3 Continued - Please check temporary permits needed for your event.

Note: You do not need to request temporary authorization for permits that are currently held in conjunction with your licensed business.

☐ Temporary Dance Permit - Temporary authorization for this permit **does not** require a recommendation from local law enforcement.

The dance floor must be at least 100 square feet, clearly marked, and shall not have tables, chairs and other obstacles on the dance floor while customers are dancing.

Please state the days and times for the permit requested _____

☐ Temporary Entertainment Permit - (Temporary authorization for entertainment does not allow for topless activity on the licensed premises)

Temporary authorization for this permit **does not** require a recommendation from local law enforcement.

A. Please state the dates and times for the permit: _____

B. Describe the type of entertainment to be provided: _____

C. If the entertainment permit includes a contest with prizes totalling over \$250.00 in retail value, please complete the following questions. In addition, form LC-147 needs to be completed and submitted with this application:

1. Explain, in detail, the rules of the contest (Attach another page, if needed)

2. Describe and state the retail value of each prize to be awarded

3. Specify who will be paying for and supplying the prizes.

4. Will there be any alcoholic beverage items with a brand name logo used as prizes for part of the contest?

5. Is there a cover charge or entrance fee for the contest or tournament?

Important: No alcoholic beverages may be used as part of any contest or as a prize for the contest.
No licensee may receive anything of value from another licensee without prior MLCC approval.

☐ Temporary Specific Purpose Permit for Difference in Hours of Operation - **Requires** recommendation from local law enforcement

Please state the dates and times for the permit: _____

Please indicate the type of permit used that requires extended hours: _____

☐ Temporary Extended Hours Permit for Difference in Hours of Operation - **Does not** require recommendation from local law enforcement

Please state the dates and times for the permit: _____

Please indicate the type of permit used that requires extended hours: _____

Hours of Operation

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

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

Part 4. Warning, Authorized Signatures, and Law Enforcement/Local Approvals

WARNING: Section 1003 of the Liquor Control Code of 1998, being MCL 436.2003, provides in part as follows: "A person who makes a false or fraudulent statement to the Commission, orally or in writing, for the purpose of inducing the Commission to act or refrain from taking action, or for the purpose of enabling or assisting a person to evade the provisions of this act is guilty of a violation of this act and is punishable in the manner provided for in section 909..."

I hereby swear that I have read all of the above answers and that they are true and further that I have read and understand the warning.

The licensee, an authorized corporate officer, or member of a limited liability company must sign this application.

Licensee signature

Print name and title Ryan Cottongim President

Print contact name Ryan Cottongim

Area code and phone number 248-974-5781

Area code and fax number n/a

E-mail rcottongim@hotmail.com

Date of Application

11/16/2015

The Police Chief or Sheriff who has jurisdiction recommends this request for temporary authorization.

Name and signature of police chief or sheriff

Chief Lloyd T. Collins *Chief Lloyd T. Collins*

Print name of police agency

South Lyon Police Department

Address of Agency

219 Whipple St., South Lyon, MI 48178

Area code and telephone number

248. 437. 1773

Area code and fax number

248. 437. 0459

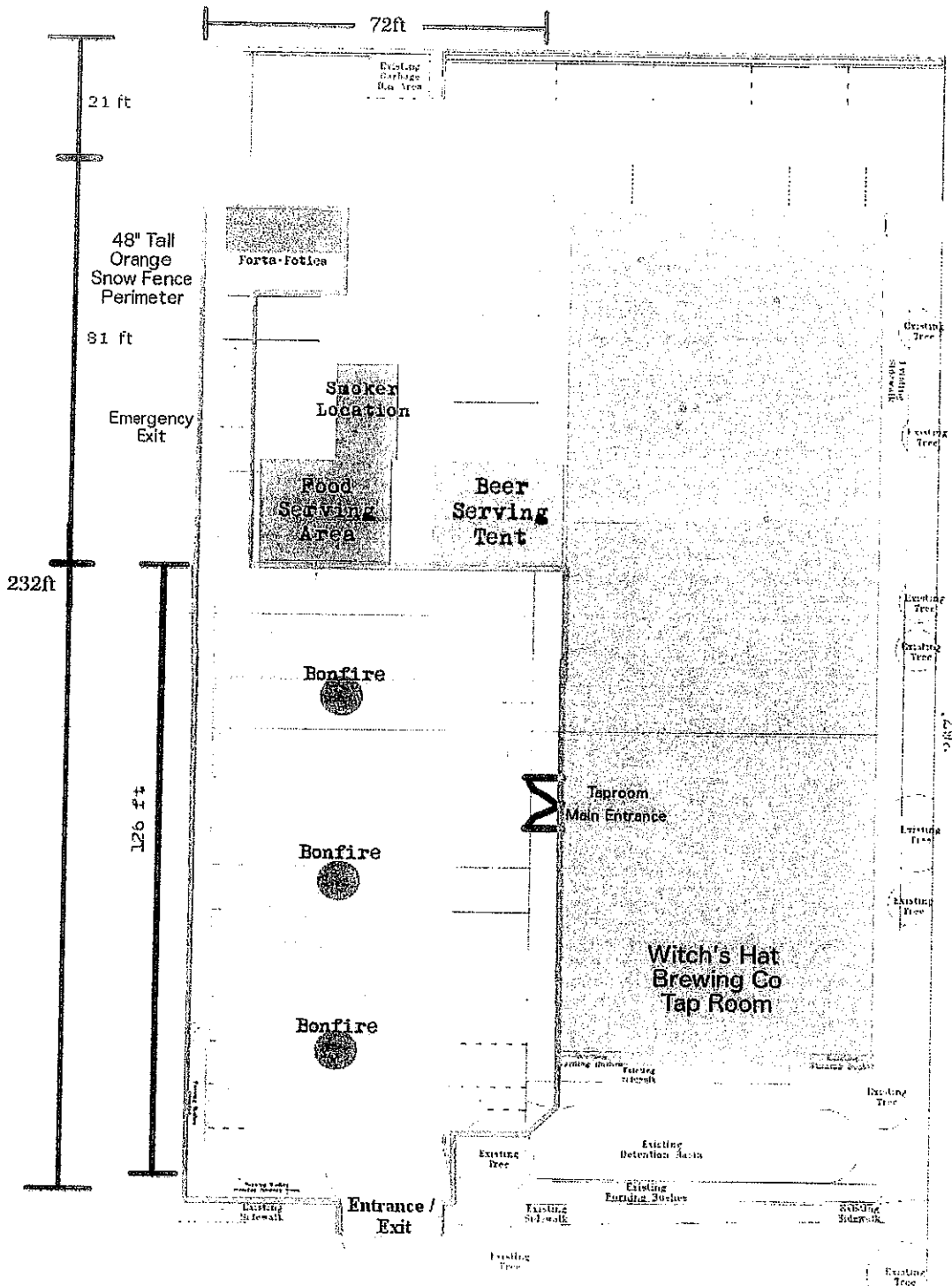
E-mail

chief@southlyonpolice.com

Date of Application

11/16/2015

Witch's Hat BC 4th Anniversary Party
 Saturday, 12/26/15 11am to Midnight
 21 and up only
 Entry Fee Donated to Mott Hospital



Lloyd Collins

From: Jeff Noechel <Jnoechel@southlyonmi.org>
Sent: Wednesday, December 02, 2015 3:00 PM
To: rcottongim@hotmail.com
Cc: Lloyd Collins; Fire Chief
Subject: Witch's Hat Outdoor Anniversary Party 12/26

Ryan,

Per our discussions and the diagrams that you have provided for your upcoming event on 12/26/2015, the follow points shall be enforced:

1. Fire pits shall be a minimum of 25' from the main front doors and overhang of the Witch's Hat.
2. Fire pits shall be spaced a minimum of 15' apart.
3. All fire pits shall be continually monitored by trained staff while in use.
4. All fire pits shall be covered while in use, unless being re-stoked.
5. Only clean wood shall be burned in the fire pits. No trash shall be burned.
6. Fire pits shall be protected by either a portable fire extinguisher (10lb ABC) or a working garden hose.
7. One to two fire pits requires one portable fire extinguisher. Every additional fire pit requires the addition of one extra fire extinguisher of the same size.
8. All fires are to be completely extinguished at the end of the event.
9. Once extinguished, all ash from the pits shall be stored in a metal trash and disposed of properly at your earliest convenience.
10. Based on the drawing you have provided, the Occupancy Load for the area outside shall not exceed 450 souls at any single point. The building's current occupancy load of 99 shall remain in effect.

Jeff Noechel
Lieutenant - South Lyon Fire Department
217 Whipple Street, South Lyon, MI 48178
(248) 437-2616 phone (248) 437-3025 fax



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Temporary Authorization Instructions

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R 436.1419)

This application **must** be completed and returned with a \$70.00 inspection fee for each application submitted before it can be considered by the Commission. All answers must be typed or printed. Sign the completed form in ink and return it to the MLCC with the inspection fee. Make all checks or money orders payable to the "State of Michigan". Any changes made to the application after it has been considered by the Commission will require submission of a new application along with a \$70.00 inspection fee.

The MLCC may not issue more than 12 daily temporary authorizations to a licensee for each type of temporary authorization requested in a calendar year upon completion of this application and approval of the chief law enforcement officer who has jurisdiction. A licensee is prohibited from having the outdoor sale, service and consumption of beer, wine, and/or spirits without the prior written approval of the MLCC.

The following documents and fees must be submitted at least 10 days in advance of your event in order for your request to be considered complete:

- ☒ Application - All parts **must** be answered and application must be signed by the licensee.
- ☒ A \$70.00 inspection fee **must** be submitted. A Credit Card Authorization Form is attached for faxed applications.
- ☒ Diagram - Must contain the same information that is requested in Part 3, questions 1 through 10 of the application.

Failure to provide a completed application will result in the denial of your application for temporary authorization.

Reminders

If approval is granted, the on-premise license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

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

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

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



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Application for Temporary Authorization

(Authorized by R436.1023(2)(3), R436.1403(2), R436.1407 and R436.1419 of the M.A.C.)

A non-refundable inspection fee of \$70.00 is required with the submission of your application.

Part 1: Applicant Information

Name of licensee: Witch's Hat Brewing Company, LLC
Address of business: 601 S Lafayette South Lyon, MI 48178
Name of Contact: Ryan Cottongim License type and number: Microbrewer Lic# 242051
Business Phone: 248-486-2595 Fax number: n/a E-mail address: rcottongim@hotmail.com

Part 2: Type of Event

Specifically describe the type of event(s) being held for each date requested:
Outdoor serving area for anniversary party on 12/26/2015 from 11am to midnight

Please check below if your event will include any of the following:

☐ Dancing ☐ Classic Cars ☐ Tournaments ☐ Contests ☐ Motorcycles ☐ Concerts ☐ Competitive Fight

*Include this information on your diagram in order to provide an accurate site plan. Enclose a copy (if created) of promotional materials/flyers.

Part 3: Temporary Authorization for Outdoor Service - Please complete, if applicable

Dates requested: 12/26/2015

1. What are the dimensions of the proposed area? 72 feet by 126 feet.

2. What is the type and height of the barrier that will be used to enclose the area? 4ft tall orange snow fence

Note: Pursuant to administrative rule R 436.1419(2), the outdoor service area must be well-defined and clearly marked for the proposed outdoor service area and pursuant to rule 436.1003, the outdoor service area must comply with local ordinances.

3. Will the proposed outdoor service area be connected to the licensed premises? ☒ Yes ☐ No

If you answered "no", what is the distance? _____

4. Is the entrance/exit point(s) for the proposed outdoor service area through the licensed premises? ☐ Yes ☒ No

5. Are there any dedicated streets or intervening property between the licensed premises and the proposed area? ☐ Yes ☒ No

If you answered "yes", please explain (and include this information on your diagram): _____

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

Staff and volunteer staff will handle security during the event. TIPS trained staff and management will be on site to prevent sales to minors and visibly intoxicated persons/

7. Is the location of the proposed area owned, rented or leased by the licensee? ☒ Yes ☐ No

If you answered "no", you must provide a lease or written permission for the proposed area with this application.

8. Is the location of the proposed area located on property owned by the city, village or township? ☐ Yes ☒ No

If you answered "yes", you must provide written permission for use of the property from the city, township or village with this application.

9. Is location of the proposed area in the same governmental unit as the licensed premises? ☒ Yes ☐ No

If you answered "no", please explain: _____

10. Does your license currently include an Additional Bar Permit? ☐ Yes ☒ No

If you answered "no", you will be restricted to table service only unless you submit a request for a new additional bar permit.

In addition to the questions above it is required that you submit a clear/legible diagram which indicates where the licensed premises is located in conjunction to the proposed temporary outdoor service area. Also make sure that the diagram contains the same information that is asked in Part 3, questions 1 through 10 of this application.

Part 3 Continued - Please check temporary permits needed for your event.

Note: You do not need to request temporary authorization for permits that are currently held in conjunction with your licensed business.

☐ Temporary Dance Permit - Temporary authorization for this permit **does not** require a recommendation from local law enforcement.

The dance floor must be at least 100 square feet, clearly marked, and shall not have tables, chairs and other obstacles on the dance floor while customers are dancing.

Please state the days and times for the permit requested _____

☐ Temporary Entertainment Permit - (Temporary authorization for entertainment does not allow for topless activity on the licensed premises)

Temporary authorization for this permit **does not** require a recommendation from local law enforcement.

A. Please state the dates and times for the permit: _____

B. Describe the type of entertainment to be provided: _____

C. If the entertainment permit includes a contest with prizes totaling over \$250.00 in retail value, please complete the following questions. In addition, form LC-147 needs to be completed and submitted with this application:

1. Explain, in detail, the rules of the contest (Attach another page, if needed)

2. Describe and state the retail value of each prize to be awarded

3. Specify who will be paying for and supplying the prizes.

4. Will there be any alcoholic beverage items with a brand name logo used as prizes for part of the contest?

5. Is there a cover charge or entrance fee for the contest or tournament?

Important: No alcoholic beverages may be used as part of any contest or as a prize for the contest.
No licensee may receive anything of value from another licensee without prior MLCC approval.

☐ Temporary Specific Purpose Permit for Difference in Hours of Operation - **Requires** recommendation from local law enforcement

Please state the dates and times for the permit: _____

Please indicate the type of permit used that requires extended hours: _____

☐ Temporary Extended Hours Permit for Difference in Hours of Operation - **Does not** require recommendation from local law enforcement

Please state the dates and times for the permit: _____

Please indicate the type of permit used that requires extended hours: _____

Hours of Operation

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

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

Part 4. Warning, Authorized Signatures, and Law Enforcement/Local Approvals

WARNING: Section 1003 of the Liquor Control Code of 1998, being MCL 436.2003, provides in part as follows: "A person who makes a false or fraudulent statement to the Commission, orally or in writing, for the purpose of inducing the Commission to act or refrain from taking action, or for the purpose of enabling or assisting a person to evade the provisions of this act is guilty of a violation of this act and is punishable in the manner provided for in section 909..."

I hereby swear that I have read all of the above answers and that they are true and further that I have read and understand the warning.

The licensee, an authorized corporate officer, or member of a limited liability company must sign this application.

Licensee signature

Print name and title Ryan Cottongim President

Print contact name Ryan Cottongim

Area code and phone number 248-974-5781

Area code and fax number n/a

E-mail rcottongim@hotmail.com

Date of Application

11/16/2015

The Police Chief or Sheriff who has jurisdiction recommends this request for temporary authorization.

Name and signature of police chief or sheriff

Chief Lloyd T. Collins Chief Lloyd T. Collins

Print name of police agency

South Lyon Police Department

Address of Agency

219 Whipple St., South Lyon, MI 48178

Area code and telephone number

248. 437. 1773

Area code and fax number

248. 437. 0459

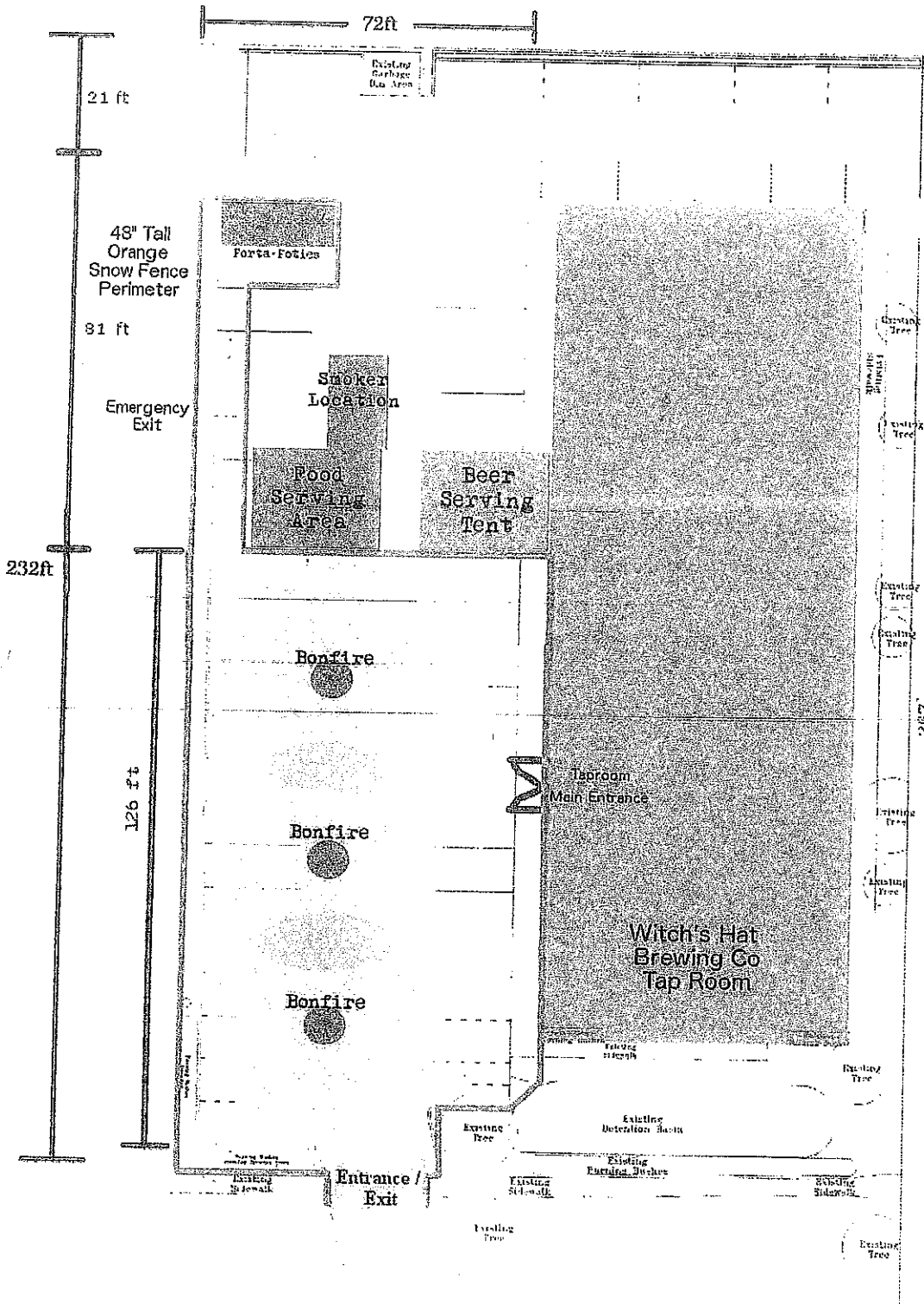
E-mail

chief@southlyonpolice.com

Date of Application

11/16/2015

Witch's Hat BC 4th Anniversary Party
 Saturday, 12/26/15 11am to Midnight
 21 and up only
 Entry Fee Donated to Mott Hospital



Memorandum

To: Mayor Galeas Jr. and City Council
CC:
From: Lynne Ladner
Date: 12/10/15
Re: Community Development Director – Job Description and Goals

Mayor and Council,

I was asked at the last Council meeting to provide you with a copy of the job description for Kelly McIntyre our new Community Development Director along with some goals for this position that you can use as we look to move forward with a possible Council retreat. What I am providing to you here are several documents. The first is the job description that I had developed in September of 2014 when I had anticipated asking the Council to make the move for the Community Development Director to a full-time Comm. Dev/Econ. Dev. Director position. The next two are copies of that description broken down into two separate part time positions. The reason for this is that following the resignation of the previous part-time director and with the Council's decision not to move to make this a full-time position pending proof that it could be self-supporting it has become obvious that the position of Community Development Director takes up the full allotted time of 25-28 hours per week that can be worked in a part time role without incurring additional benefits under ACA and collective bargaining agreements.

In my role as the City Manager I have worked to take on as many of the responsibilities of the Economic Development Director position as possible but in doing so, there are times that other roles for which fall under the City Manager either get pushed aside or delayed. Additionally, when the Council hired me, I know that they were interested in my back ground in grant writing and administration but quite simply, without additional resources to manage some of the processes which now fall on my plate which generally are not within the scope of the City Manager which includes acting as the secretary to the DDA and acting DDA director, managing the copying and compiling of the packets for the DDA, the City Council, updating Social Media pages, working with the MEDC and Oakland County Economic Development Group along with Tech248 to attempt to develop and attract new and unique businesses to the community. A decision needs to be made by the City as to how serious they are in pursuing economic development and other grants as well as how serious we are about taking South Lyon to the next level.

Lynne Ladner

City of South Lyon

Job Title: Community Development and Economic Development Specialist	
Department: Administration	
Revision Date: September 2014	Fair Labor Standards Act (FLSA):

Position Overview

This is a full-time hourly non- exempt position and serves in an at-will status as determined by Public Act 349. Compensation for this position is determined by the City Manager the City of South Lyon.

Under the direct supervision of the City Manager this position deals primarily with the activities of the planning and zoning department, community services to include the DDA and economic development. This position also performs a variety of general office duties and assists with general customer service for the City Manager and Council.

Essential Job Functions

- Manage the Social Media and Web presence of the City
- Manage state and federal grants (MDOT, CDBG, etc)
- Update Master Plan and keep it in compliance with the DNR
- Responsible for developing and managing the City's neighborhood stabilization program
- Coordinate zoning plan review
- Coordinate development project reports, zoning map and code amendments reports and presents reports to the Planning Commission
- Advises developers on programs to rehab/build housing
- Assists business owners with expansions and relocations into the city
- Seeks grants for property rehabilitation and demolitions
- Assists with Master plan updates and implements master plan goals
- Promotes city land sales
- Leads city marketing initiatives.
- Assist in the development of short and long-range economic development plans
- Solicit Businesses for economic development projects
- Develop and maintain a comprehensive inventory of available buildings and sites in the community for economic development purposes
- Monitor state and federal legislation and regulations relating to economic development and report findings, trends and recommendations to the governing body
- Provide information on economic development issues, programs services and plans
- Prepare and maintain information on utilities, taxes zoning, transportation, community services, financing tools and other topics that will be of assistance to the economic development goals of individuals or businesses.
- Seek economic development grants

Non-essential Job Functions

- Make copies of the City Council packet, put agenda online and in display case in the lobby
- Maintain and update City Website
- Work on special projects as directed by the City Manager
- Plan, promote and execute annual Concerts in the Park
- Help with the Front Counter on an infrequent and only as needed basis.
- Maintain brochures/maps etc. in entrance area
- Coordinate Lobby Showcase displays

Requirements

- Excellent organizational and communication skills both oral and written
- Working knowledge of computer software such as word processing, spreadsheet, and accounting applications
- Must have the ability to operate a computer, calculator, typewriter, fax, copier, postage machine and other office related equipment
- Must possess High School diploma or GED

Other Skills/Abilities

- Ability to work with little direct supervision
- Ability to maintain good continual relationships with the general public, other city departments, elected officials, contractors and vendors.
- Problem solving skills is a factor in this position. This position requires intuitive problem solving while working with other people.
- Decision making skills as it relates to the efficiency of the position and the effectiveness of various training opportunities.

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

City of South Lyon

Job Title: Community Development Specialist	
Department: Administration	
Revision Date: September 2014	Fair Labor Standards Act (FLSA):

Position Overview

This is a part-time hourly non- exempt position and serves in an at-will status as determined by Public Act 349. Compensation for this position is determined by the City Manager the City of South Lyon.

Under the direct supervision of the City Manager this position deals primarily with the activities of the planning and zoning department, community services to include the DDA and economic development. This position also performs a variety of general office duties and assists with general customer service for the City Manager and Council.

Essential Job Functions

- Manage state and federal grants (MDOT, CDBG, etc)
- Update Master Plan and keep it in compliance with the DNR
- Responsible for developing and managing the City's neighborhood stabilization program
- Coordinate zoning plan review
- Coordinate development project reports, zoning map and code amendments reports and presents reports to the Planning Commission
- Advises developers on programs to rehab/build housing
- Assists business owners with expansions and relocations into the city
- Seeks grants for property rehabilitation and demolitions
- Assists with Master plan updates and implements master plan goals
- Promotes city land sales
- Develop and maintain a comprehensive inventory of available buildings and sites in the community for economic development purposes
- Prepare and maintain information on utilities, taxes zoning, transportation, community services, financing tools and other topics that will be of assistance to the economic development goals of individuals or businesses.

Non-essential Job Functions

- Assist in maintaining and updating City Website
- Work on special projects as directed by the City Manager
- Help with the Front Counter on an infrequent and only as needed basis.

Requirements

- Excellent organizational and communication skills both oral and written
- Working knowledge of computer software such as word processing, spreadsheet, and accounting applications

- Must have the ability to operate a computer, calculator, typewriter, fax, copier, postage machine and other office related equipment
- Must possess Associates College degree or some college hours

Other Skills/Abilities

- Ability to work with little direct supervision
- Ability to maintain good continual relationships with the general public, other city departments, elected officials, contractors and vendors.
- Problem solving skills is a factor in this position. This position requires intuitive problem solving while working with other people.
- Decision making skills as it relates to the efficiency of the position and the effectiveness of various training opportunities.
- Prefer AICP Certification

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

City of South Lyon

Job Title: Economic Development Specialist	
Department: Administration	
Revision Date: November 2015	Fair Labor Standards Act (FLSA):

Position Overview

This is a part-time hourly non- exempt position and serves in an at-will status as determined by Public Act 349. Compensation for this position is determined by the City Manager the City of South Lyon.

Under the direct supervision of the City Manager this position deals primarily with the activities of the planning and zoning department, community services to include the DDA and economic development. This position also performs a variety of general office duties and assists with general customer service for the City Manager and Council.

Essential Job Functions

- Manage the Social Media and Web presence of the City
- Leads city marketing initiatives.
- Assist in the development of short and long-range economic development plans
- Solicit Businesses for economic development projects
- Develop and maintain a comprehensive inventory of available buildings and sites in the community for economic development purposes
- Monitor state and federal legislation and regulations relating to economic development and report findings, trends and recommendations to the governing body
- Provide information on economic development issues, programs services and plans
- Seek economic development grants
- Work with the Downtown Development Authority as the City Liaison and Staff Representative coordinating events, meetings, and working to improve City relationships with business owners while identifying projects that can improve the DDA district.

Non-essential Job Functions

- Make copies of the City Council packet, put agenda online and in display case in the lobby
- Maintain and update City Website
- Work on special projects as directed by the City Manager
- Plan, promote and execute annual Concerts in the Park
- Help with the Front Counter on an infrequent and only as needed basis.
- Maintain brochures/maps etc. in entrance area
- Coordinate Lobby Showcase displays

Requirements

- Excellent organizational and communication skills both oral and written
- Working knowledge of computer software such as word processing, spreadsheet, and accounting applications

- Must have the ability to operate a computer, calculator, typewriter, fax, copier, postage machine and other office related equipment
- Must possess Associates College degree or some college hours

Other Skills/Abilities

- Ability to work with little direct supervision
- Ability to maintain good continual relationships with the general public, other city departments, elected officials, contractors and vendors.
- Problem solving skills is a factor in this position. This position requires intuitive problem solving while working with other people.
- Decision making skills as it relates to the efficiency of the position and the effectiveness of various training opportunities.
- Experience in Economic Development, training towards CeCD preferred.

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Community Development Director Goals

Goal: Complete process for updating the City's Master Plan

Objective: The City's Master Plan was revised in 2014 but the process for adopting the revised plan was never completed. This includes sending out letters and copies to adjacent jurisdictions and the County, holding public hearings and bring the Master Plan before the Council for formal recognition and adoption.

Goal: Update and simplify the process for businesses to work through the process of applying for and working through the site plan, site development and variance processes.

Objective: With the implementation of BS&A software, the hiring of an AICP certified planner and the expertise of both our Community Development Director and Planning Consultant to city strives to simplify and streamline the process for businesses and developers seeking to develop or expand their businesses in the community.

Objective: Provide a more one stop shop for information for all residents, developers, contractors and businesses alike to obtain the necessary information to work through the planning, zoning and development process of the city.

Goal: Develop a comprehensive inventory of commercial and retail sites located within the City limits available for purchase or lease by new or existing businesses looking to locate or expand operations in the South Lyon area.

Objective: To enable the City to work closely with developers and businesses as they grow or look to locate in the area and coordinate with economic development activities in the City of South Lyon and Oakland County.

Goal: Work with the City Council, Planning Commission, and Community to identify the highest best use for the City owned parcel located at 390 Lafayette.

Objective: To identify the highest and best use for the City parcel at 390 Lafayette and work with the necessary and relevant parties to develop a Request for Proposals for the development of the parcel that best meets the needs of the Community at this location which is a gateway location to the downtown district.

Economic Development Director Goals

Goal: Work with the MEDC and Oakland County Economic Development group to identify businesses that are seeking to expand business operations in Southeast Oakland

Objective: To identify businesses that we can target to contact that may be interested in South Lyon and provide them with information about our demographics, available locations and possible Council approved incentives for locating within South Lyon

Goal: Identify and apply for grant opportunities to improve business opportunities and options in the South Lyon community.

Objective: To seek out and apply for economic development grants which include the Michigan Blight elimination grant, federal and state park and transportation enhancement grants which can improve our pedestrian, bike and vehicular corridors.

Objective: Look into the possibility of becoming a Main Street Community which would allow the City to access additional grant opportunities that are only available to Communities in this program. This would require a commitment from local business owners as well as dedicated resources of a Main Street Coordinator which could also be a Downtown Development Authority Director.

Goal: Improve the Social Media and web presence of the City.

Objective: As one of the fastest growing communities in the state Social Media and the web are two of the most widely used resources by businesses seeking to identify the quality of life and tenor of the community in which they are considering locating. South Lyon does not have an employee that has the time or marketing experience to dedicate to ensuring that when companies research our community the information that arrives at the top of their search is the best and most positive information possible.

Goal: Promote the City through our community events such as Concerts in the Park, Summer Movie Series, summer festivals, business events and work in conjunction with the Area Chamber

Objective: By highlighting the City's events, trails, activities and festivals we will be able to bring more outside visitors to the community. This will help our local businesses, entice new businesses to join the community and make the City a more attractive and thriving location in which to live and work.

Lynne Ladner

From: Bret George <bretgeorge@yahoo.com>
Sent: Thursday, December 10, 2015 9:16 AM
To: Lynne Ladner
Subject: Re: Cable service

Thank you for not forgetting about this and also for being persistent with WOW. I was actually waiting til it was official but they did run a line for the houses on our street and they ran a line from the pole for myself and 3 other families that also were looking for service. WOW contacted me yesterday and they are coming to do my installation today along with my parents who are next door. So this afternoon I should be all set with WOW internet service.

It's been a 2 year struggle trying to get this done and I thank you for everything you have done. It is my belief that without your help I would probably still be arguing and fighting with them to understand that I am not part of Lyon Township and should not be handled by Comcast and for that I really want to say thanks again.

Bret George

From: Lynne Ladner <lladner@southlyonmi.org>
To: Bret George <bretgeorge@yahoo.com>
Sent: Wednesday, December 9, 2015 4:49 PM
Subject: RE: Cable service

Bret,

Can you give me an update on whether or not Wow has been able to extend service to you area or not? I am getting ready to follow up with them from my end but I wanted to follow up with you first to see if they had resolved the issues and you were able to obtain cable service yet or not?

Lynne

From: Bret George [mailto:bretgeorge@yahoo.com]
Sent: Wednesday, September 23, 2015 1:09 PM
To: Lynne Ladner
Subject: Cable service

Lynn,

I'm not sure if you are the correct department or not but I'm looking for someone who can help me in regards to a television cable issue for the city of South Lyon.

I live at 24339 Martindale and my house is on the west side of the street which is within the city limits for South Lyon. My house is part of a 16 site build right on Martindale road and it was completed within the last 3-4 years.

The problem I am facing is that none of the cable providers that have charter agreements with the city of South Lyon are willing to run lines for the houses on our street. I have placed multiple calls to WOW and AT&T and everytime I ask for help, they continually deny the request. I just got off the phone with WOW about 20 minutes ago and they sent someone out to do a site review and they came back and said they could not do anything for us. They said they cannot run any lines because there is some obstruction.

The problem I have is the only available service for my house seems to be from Comcast as the lines are on the pole that run in front of my house but I cannot contact them for service because they do not have a charter agreement with the city. They service Lyon Township and not the City of South Lyon. Thus is my dilemma that I need your help with.

Is there any way that someone can look into this and reach out to WOW and AT&T and get them to resolve the issue. The city works in cooperation with the cable companies and you have a charter agreement that you setup. As neither WOW or AT&T are willing to resolve my issue, what I would like to ask is one of the following:

1. For someone from the city to contact AT&T and WOW and get them to install service so it is available for everyone on the street.
2. Provide an exemption to me and the rest of the houses on Martindale so we can contact Comcast and get service from them.

Thank you for your time and if this is not the correct place where this would go, could you either pass it along for me or let me know who you might think that would be and I will do so.

Bret George
24339 Martindale
South Lyon, MI 48178

Lynne Ladner

From: Bret George <bretgeorge@yahoo.com>
Sent: Monday, November 16, 2015 4:45 PM
To: Lynne Ladner
Subject: Re: Cable service

Lynne,

My father lives next door to me and he said that he saw a cable line being ran on the pole out front. He said that he talked to the workers for a minute and they said that they were running a line for WOW. Hopefully they will have the line completed soon and ready for service and then I will have my wife send an e-mail to everyone in our homestead to let them know that it should be available.

I'm not sure if WOW is going to contact you back with a status or not when they are done. If they do then please let me know what they say.

Thank you again for the help.

Bret George

From: Lynne Ladner <lladner@southlyonmi.org>
To: Bret George <bretgeorge@yahoo.com>
Sent: Monday, November 9, 2015 2:49 PM
Subject: RE: Cable service

Mr. George,

I wanted to give you an update on the cable situation in your area. I have been working with WOW to find out why they have been unwilling to service your area as you are located in the City limits and they hold the franchise for the city. My most recent conversation with them has identified that they had the area in which you are located determined to not be within the boundaries of the City limits. I have corrected that assumption and they are currently looking into what they need to do to provide service to you and to the other homes you mentioned in your area that are in the City limits but are not able to obtain cable service through the City's franchise provider.

Lynne

From: Bret George [<mailto:bretgeorge@yahoo.com>]
Sent: Wednesday, September 23, 2015 1:09 PM
To: Lynne Ladner
Subject: Cable service

Lynn,

I'm not sure if you are the correct department or not but I'm looking for someone who can help me in regards to a television cable issue for the city of South Lyon.

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The problem I am facing is that none of the cable providers that have charter agreements with the city of South Lyon are willing to run lines for the houses on our street. I have placed multiple calls to WOW and AT&T and everytime I ask for help, they continually deny the request. I just got off the phone with WOW about 20 minutes ago and they sent someone out to do a site review and they came back and said they could not do anything for us. They said they cannot run any lines because there is some obstruction.

The problem I have is the only available service for my house seems to be from Comcast as the lines are on the pole that run in front of my house but I cannot contact them for service because they do not have a charter agreement with the city. They service Lyon Township and not the City of South Lyon. Thus is my dilemma that I need your help with.

Is there any way that someone can look into this and reach out to WOW and AT&T and get them to resolve the issue. The city works in cooperation with the cable companies and you have a charter agreement that you setup. As neither WOW or AT&T are willing to resolve my issue, what I would like to ask is one of the following:

1. For someone from the city to contact AT&T and WOW and get them to install service so it is available for everyone on the street.
2. Provide an exemption to me and the rest of the houses on Martindale so we can contact Comcast and get service from them.

Thank you for your time and if this is not the correct place where this would go, could you either pass it along for me or let me know who you might think that would be and I will do so.

Bret George
24339 Martindale
South Lyon, MI 48178