

Regular City Council Meeting

July 25, 2016

Agenda

7:30 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes: July 11, 2016

Approval of Bills: None

Approval of Agenda

Presentation- CPR Recognition- S.L.P.D- Sergeant Douglas Baaki, Officer Tracy Brooks

S.L.F.D- Deputy Chief Mike Weir, Captain Cory Armstrong, Lieutenant Jeff Noechel, Firefighter Ryan Carlington, Firefighter Lauren Carlington, Firefighter Cindy Conrad and Huron Valley Ambulance, Paramedics Andrew Bentley, and Rodrigo Fonseca

Public Comment

I. Old Business –

1. Police Chief Employment Agreement
2. Establish pay rates for Non-Union Employees and Department Heads
3. Consider purchase of Single Elgin Pelican Street Sweeper

II. New Business-

1. Appointments- Cultural Arts Commission
2. Resignation/Appointment – Parks & Recreation Commission
3. Cultural Arts Commission Report
4. Consider approval of Pumpkinfest 2016- Downtown road closures
5. Consider approval of Pumpkinfest Parade- Downtown road closures
6. Consider approval of Acting City Manager compensation for Bob Martin
7. Consider approval for purchase of 2 LifePak 1000 Automated External Defibrillators
8. Consider approval of 3 sets of firefighting turnout gear
9. 50/50 Sidewalk Program 2016
10. Consider approval of Ball Field Memorial

III. Discussion- Downtown

IV. Manager's Report-

V. Council Comments-

VI. Adjournment

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
July 11, 2016

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, Kramer, Kurtzweil, Ryzyi and Wedell
ALSO PRESENT: Interim City Manager Chief Collins, City Attorney Wilhelm, Department Head
Martin and Clerk/Treasurer Deaton
ABSENT: City Manager Ladner

MINUTES

CM 7-1-16 MOTION TO APPROVE MINUTES

Motion by Kivell, supported by Dedakis
Motion to approve minutes

Councilmember Kurtzweil stated she would like two changes made. She stated in paragraph one under the Agenda, it should say Councilmember Kurtzweil stated she has researched the open meetings act regarding closed sessions and she understands that a determination should be made in an open session. She further stated on page 7 it should state, she believes that the Cultural Arts Commission could raise the funds to do that. She further stated on page 8 it says she spoke with HRC, but she actually spoke with Miller Canfield.

Mayor Galeas stated his name is spelled wrong on page 2.

CM 7-2-16 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Kurtzweil, supported by Ryzyi
Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

Councilmember Kivell asked if the charge for the movie rentals were for all three movies. Department Head Martin stated that is the cost for all three movies in the park.

Councilmember Ryzyi asked if we are still getting redacted invoices from the City Attorney because they weren't included in the packet and he wants to see the bills for the mobile food vendor ordinance.

Attorney Wilhelm stated his secretary is working on the May bills, and the June bills are just now being finalized but he will make sure they are given to the City.

CM 7-3-16 MOTION TO APPROVE BILLS

Motion by Kivell, supported by Kramer

Motion to approve the bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

Chief Collins stated the City Attorney would like to add an item under new business for the 2nd reading of the gas franchise for Consumers Energy.

Councilmember Kurtzweil stated she doesn't understand why we need to have a closed session because the information she received from the City Attorney could be public information. She further stated if she does vote to go into closed session, she doesn't want any variance from the letter. Attorney Wilhelm stated he is asking for a closed session to discuss the information in the attorney client privilege letter he sent to Council. Councilmember Rzyzi stated he agrees with Councilmember Kurtzweil and there have been too many closed sessions and it seems shady. Councilmember Kramer stated anytime we are in closed session and a councilmember feels the discussion should be held in open session they can ask to enter into open session, and Councilmember Rzyzi has never done that. Attorney Wilhelm stated we are very careful and the City has never violated the open meetings act.

CM 7-4-16 MOTION TO APPROVE AGENDA

Motion by Wedell, supported by Kramer

Motion to approve the Agenda as amended

VOTE: MOTION CARRIED- 2 OPPOSED

APPOINTMENTS

Mayor Galeas stated there was a discussion to form a South Lyon Hotel Restoration Committee and appointing Bob Donohue.

CM 7-5-16 MOTION TO APPOINT BOB DONOHUE TO THE SOUTH LYON HOTEL RESTORATION COMMITTEE

Motion by Wedell, supported by Kramer

Motion to appoint Bob Donohue to the South Lyon Hotel Restoration Committee

VOTE: MOTION CARRIED UNANIMOUSLY

Mr. Donohue stated he sees this as an ad hoc advisory committee to offer the owners any assistance necessary. If any action is needed, he will bring it before Council. Mr. Donohue further stated he intends to ensure they have all of the financial information available to them and he will assist them in anything they need. Councilmember Kivell stated he feels Mr. Donohue has all the knowledge necessary and he will be very valuable for this.

Mayor Galeas stated he has spoken with Bob Donohue and Derek Mashburn has applied to be a part of the DDA Board. He is a local resident and business owner and he thinks he will be a great fit. Councilmember Kurtzweil stated he will be a huge asset.

CM 7-6-16 MOTION TO APPOINT DEREK MASHBURN TO DDA BOARD

Motion by Kurtzweil, supported by Rzyzi

Motion to appoint Derek Mashburn to the DDA Board

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Carl Richards of 390 Lenox stated there is a historical presentation planned for the 19th of July at 7:00 p.m. at the historical village and it is based on the history of the railroad. He further stated there is a picture from the early 1950's that has our depot in the background and it is displayed at the Historical Depot. He further stated the Committee does a lot of research to have the presentations done. Mr. Richards stated he wanted to thank everyone for getting the Oakland County Drain Commission to clean out the local drains, that doesn't happen very often during the summer months. Mayor Galeas stated everyone should take the time to visit the South Lyon Historical Depot.

Josey Kearns of the Cultural Arts Commission stated the deadline for the survey has been extended until July 30th and everyone can still fill out the survey online. You can find it on the City of South Lyon's website. She further stated she wanted to thank Neal Rubin for the great article he published about the City of South Lyon and our art gallery.

Frank Fogerty of 61349 Roaringbrook read a statement to Council. He stated listening to an interview on the radio, years back, the interviewed person suggested people like people—it is their actions that anger us. He further stated I like each one of you. It is your actions and behavior that anger me. He stated he is fed up with the antics of this Council. Since the Election, very little has been accomplished. There are two currencies in life, time and money and both have been wasted. He asked Council if they realize they have met for 39.71 hours since November. One full week. The Council has the uncanny ability to put 26 weeks into a 25 week time frame. Are the department heads being paid overtime? What else could you have done with the time? Research items more thoroughly? Take instruction on how to run a meeting? Say hi to your families? Learn how to be civil? Personalities preaching, pontificating and editorializing have replaced the process of governing. The lack of respect shown to the audience by some Council Members who cannot tear themselves away from Facebook for fear of not satisfying everybody and thereby ending up satisfying nobody. Lack of respect has been shown by citizens who think they can hijack meetings during public comment with incessant ramblings about anything and everything eats up time and does not serve the city well. (See Charter Sec. 4.4 "...citizens shall have reasonable opportunity to be heard...").

Agendas have been poorly prioritized. Money decisions wait till the end.

In summary, he asked the Mayor and Council to:

- Come prepared for the meetings.
- Have opened and read their prepared packets prior to the call-to-order @ 7:30 p.m.
- Take ownership for your actions, good or bad.
- Make informed decisions based on the facts, not your feelings.
- Make suggestions regarding Pumpkinfest Meetings at the Pumpkinfest Planning Mtgs.

- Do not assume the role of an HR department –you are not qualified. Laws re: HR and HIPAA have been enacted and have penalties for violating them.

Finally, Elections have consequences as the electorate, the citizens of South Lyon and the surrounding communities have seen and not in a very favorable light.

The solution to changing lies with each member of council. All of you are educated with various skill sets, some skills need work, and some need to be acquired. Elections were 9 months ago, recall is not an option, and resignation is. One additional question, if you were put on trial for being Mayor and Council, would there be enough evidence to convict you? Get to work.

Kathy Swan representing the Pumpkinfest Committee read a statement to Council. She stated this will be the 32nd year for Pumpkinfest and the Committee would like to thank the community, local businesses, the City of South Lyon Police Department, Fire Department, Water Department, DPW Department, City Council, City Manager and, most importantly their sponsors and volunteers. She further stated they are a 501 © (3) organization and they have brought 25,000 to 35,000 people to the historic downtown of South Lyon each year. They have also helped local groups raise over \$100,000 over the past six years. She further stated they were originally going to be on an agenda in June to ask for Council to approve the road closures. Prior to that they had met with Department Heads, and supplied all of the necessary paperwork for the event. She further stated on June 12th, one of the Committee members received a call from a Councilmember which they were told the Committee needed to comply with his unrelated demands or jeopardize the road closure approval. She stated because of this phone call the Board has decided to withdraw the road closure request and scheduled an emergency meeting. She further stated the Board watched the June 13th council meetings. She further stated they took note of the following comments from Council regarding the community festival:

She said the Mayor of South Lyon stated the downtown businesses have been excluded from the festival, the festival seems to have lost its focus and is being ran by outside people in some cases, the business owners are not happy, the businesses are kind of being told in a convoluted manner that they can't be involved and the rules seemed to be made up as they go. Ms. Swan stated Councilmember Ryzyi stated obviously we have a problem if the group doesn't even want to come up here and explain their position, is Pumpkinfest going to reimburse Chad Lindsey \$3,500.00 for the meat he lost at last year's event, they were the ones that said he couldn't sell there, move the beer garden tent and main stage to Whipple Street parking lot. She further stated Councilmember Kurtzweil stated these events come into our town and we are granting them a privilege to use our public roads and sidewalks and the privilege to use our public parking lots and they need to understand because they have been given the privilege of control for three days over public property and they need to relinquish control over private property. So I'm opposed to Pumpkinfest as long as they have any control over private property. Ms. Swan stated Councilmember Kivell stated my approval of Pumpkinfest is contingent on the Pumpkinfest Board approving the use of the coffee shop for a food vendor. Ms. Swan stated they are not present tonight to refute all the comments made, although many are completely unfounded or incorrect and most are outside of the festival's control. She stated they are here to share these examples and express their concern for the continued lack of support for this community event. She stated the Council continues to scrutinize the event, not only in their meetings, but also on various social media sites. She further stated the Pumpkinfest Board has taken the past several weeks to discuss how to proceed and after much research and discussion she stated the 2016 Pumpkinfest will change venues to the James F. Atchison Memorial Park located in new Hudson.

This was a very difficult decision and it was not taken lightly. While this change in venue will involve many, many more hours of planning and preparation by our volunteers in a very short time frame, we feel a lot of the concerns raised by Council will be addressed and we are excited about the possibilities and are working to make this the best Pumpkinfest yet. She further stated in moving the event, they will be able to create even more opportunities for our local non-profit groups and will be able to accommodate even more visitors to the event. She further stated the parade and craft show will remain in the City of South Lyon.

Councilmember Dedakis stated she feels strongly about this, and some of the Councilmembers comments do not reflect on all Councilmembers. Mayor Galeas stated some of the comments were taken out of contents. His intent was to have some questions answered. He stated some of the business owners were asking Councilmembers questions, and that's what they were trying to do. He further stated there were many good comments made that night as well. He further stated we need Pumpkinfest it is a huge event for South Lyon. Councilmember Dedakis stated Pumpkinfest is something South Lyon needs. It has been going on for years, it is vital to South Lyon especially with the Hotel gone, we need this to pick up our town, and people come from all over for that event. She apologized if comments from Council didn't seem supportive, but that isn't how all of Council feels. Councilmember Kurtzweil stated she did not receive the email that was discussed at the last meeting. She further stated she would not have returned a call to Councilmember Kivell, therefore she doesn't know who he was going to rally behind him. She further stated she would never speak with any Councilmember regarding how she would vote on anything. She stated she wants to ensure them that she will always come to a meeting with a very independent way with analyzing issues, and she wouldn't have participated with that. She stated at the end of the previous meeting she stated she is very thankful for all of the volunteers that make Pumpkinfest what it is. Marilyn Smith owner of the Resale Shop in town stated for someone to say the businesses don't want Pumpkinfest is not true. Pumpkinfest is huge for South Lyon and it keeps her busy, there are more businesses that are happy with it, than the couple that is not. Ryan Cottingin stated he is not happy about this, and he wants to know when the City will realize how unfriendly the City is to local businesses. He further stated the City needs to be business focused.

Joyce Cholossey stated at the last meeting she had some dialogue with the Mayor, which he apologized for. To summarize, she received an email about guidelines that were sent to Councilmembers regarding how Council Meetings should be ran. She further stated there was a list of rules which included limiting the public to only speak during public comment and only speak for three minutes. She further stated she believes this is an attempt to lock down control on citizens who may speak to shortcomings or lack of transparency of the City. She further stated this was posted on a social media site, which then was shut down. Ms. Cholossey stated the body of Council need to make their own rules, there is no standard. She further stated there are no rules set by Council. She further stated people are getting involved and this will cause people to say same old South Lyon. She stated we elect our officials that benefit us, not quiet us. She further stated this was a knee jerk reaction to a previous meeting. She stated this is not the right time to limit the citizens with participating during a Council meeting. Disruption is what gets everything moved along such as food trucks. She further stated she requests the seriousness of this attempt to restrict free speech of the citizens of South Lyon.

OLD BUSINESS

1. Second Reading Consumers Energy Franchise Agreement

Attorney Wilhelm stated the City entered into a gas franchise agreement with Consumers Energy 30 years ago, and it expired in June of this year. He further stated they have made no changes since the first reading. The first reading was approved at the May 9th meeting and the public notice was published on June 2nd.

CM 7-7-16 MOTION TO APPROVE SECOND READING OF GAS FRANCHISE AGREEMENT

Motion by Kramer, supported by Kivell

Motion to approve the second reading the Ordinance granting Consumers Energy Company a gas franchise in the City of South Lyon for a period of 30 years

VOTE:

MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Volunteer Park Athletic Field Development

Marc Russell of Russell Designs gave a brief presentation of the preliminary master plan Phase 1 of the improvements for Volunteer Park. He stated they are proposing two fields that are multi-purposed that can be used by the lacrosse and football teams, two soccer and softball fields. He further stated they are also proposing two pavilions with restrooms, and a storage area. He further stated the baseball fields will be fenced in and will have lighting. Councilmember Kivell asked if the nature trails will still be accessible. Mr. Russell stated the DNR require 20% of the project must be nature trails. Councilmember Dedakis asked if they have checked into any grants for this project. Mr. Russell stated they are hoping to begin fundraising in early fall, and then begin looking for multiple grants in April. Councilmember Rzyzi asked when they feel the project will be completed. Mr. Russell stated they are hoping last spring of 2018. Councilmember Rzyzi stated some of the residents in the area are concerned the lights will be too bright. Mr. Russell stated there are only two fields that will have lights, and they will not be on timers, and they plan on the kind that has domes to keep the light from the neighborhoods. Councilmember Kramer stated some of the groups are already fundraising and he asked if the contributions would be equal from the different sports groups. Amy Allen of South Lyon Recreation stated they are currently doing a cost analysis as well as the utilities cost. She further stated she is looking forward to using the City's grant database to search for grants. Councilmember Kurtzweil stated she has received calls regarding their concern over the wildlife and nature trails. Councilmember Kurtzweil asked if the \$10,000 was allocated for the current year's budget and if not, we will need a budget amendment for this.

CM 7-8-16 MOTION TO APPROVE FINAL LAYOUT DESIGN FOR VOLUNTEER PARK

Motion by Kramer, supported by Rzyzi

Motion to approve the final layout design for Volunteer Park fields and to authorize the expenditure of \$3,872.86 for phase one cost analysis by Russell Design

VOTE:

MOTION CARRIED UNANIMOUSLY

2. Required budget amendments

Chief Collins stated Council requested this to be added to the Agenda.

CM 7-9-16 MOTION TO DIRECT CITY MANAGER TO SUBMIT BUDGET AMENDMENTS FOR CITY COUNCIL CONSIDERATION QUARTERLY

Motion by Wedell, supported by Kivell

Motion to direct the City Manager to submit budget amendments for Council consideration on a quarterly basis for significant changes in operating revenue or expenses and immediately following major unbudgeted expenditures

Councilmember Kurtzweil stated she would like to amend the motion to add the City Manager or those acting on his/her behalf. Councilmember Wedell stated he will amend his motion to direct the City Manager's Office to submit budget amendments for Council consideration on a quarterly basis for significant changes in operating revenue or expenses and immediately following major unbudgeted expenditures.

CM 7-9-16 MOTION TO DIRECT CITY MANAGER'S OFFICE TO SUBMIT BUDGET AMENDMENTS FOR CITY COUNCIL CONSIDERATION QUARTERLY

Motion by Wedell, supported by Kivell

Motion to direct the City Manager's Office to submit budget amendments for Council consideration on a quarterly basis for significant changes in operating revenue or expenses and immediately following major unbudgeted expenditures

VOTE: MOTION CARRIED UNANIMOUSLY

3. Auction of retired patrol vehicles

Chief Collins stated he is asking Council's approval to auction three retired police vehicles. He stated they are in disrepair and two of them do not run. He stated there is a possibility one may be purchased for \$500.00

CM 7-10-16 MOTION TO APPROVE SALE BY AUCTION OF RETIRED POLICE VEHICLES

Motion by Wedell, supported by Kramer

Motion to approve the sale by auction of the retired police department vehicles, as listed

VOTE: MOTION CARRIED UNANIMOUSLY

4. Consider purchase of street sweeper

Department Head Martin stated we currently have a 2002 street sweeper that we purchased in 2004 and it was in used condition. He further stated this equipment is used 3-5 days a week and it doesn't work well. He further stated they looked at numerous products and he believes this is the best one. He stated Elgin Pelican has been in business for 75 years. He further stated he has worked out a plan to purchase this over a 5 year term with 5 equal payments of \$43,042.00 which would come out of the D.P.W budget. Attorney Wilhelm stated he has a few questions regarding the lease agreement and he would like to discuss his concerns with the creditor. He stated he will try to have this back to Council in 2 weeks. Councilmember Kurtzweil stated the explanation Department Head Martin supplied in the packet was very informational and should be a model for Agenda notes.

CM 7-11-16 MOTION TO TABLE UNTIL NEXT MEETING

Motion by Kramer, supported by Wedell

Motion to table until the next Council Meeting

VOTE: MOTION CARRIED UNANIMOUSLY

5. Establish pay rates for Non-Union Employees and Department Heads

Chief Collins stated he is giving Council three options for the pay rates, 3%, 2% or nothing. He further stated this will only apply to non-union and employees and Department Heads. He further stated he believes the City Manager budgeted for 2%. Chief Collins stated the Police bargaining unit was recently approved for 3% and the Clerical bargaining unit was approved for 2% along with a one-time bonus of \$1,000.00 which actually equals 3%. Councilmember Kivell asked what the Department Heads and non-union employees received last time. Department Head Martin stated they received 2% last year, but that was the first raise in 5 years. Further discussion was held regarding longevity.

CM 7-12-16 MOTION TO POSTPONE

Motion by Kramer, supported by Kivell

Motion to postpone to a later meeting

VOTE: MOTION CARRIED UNANIMOUSLY

6. Consider approval of Chief of Police Contract

Chief Collins stated he has nothing to add except if this contract is granted, it will also apply to any Police Chief's in the future for the City of South Lyon which may help the succession planning because an officer may feel more comfortable moving from a union position to the Chief of Police position if there is a contract in place. He further stated he understands Attorney Wilhelm has some concerns. Councilmember Kivell stated he has the same concerns as the City Attorney, and he doesn't like the idea of taking away the City Manager's discretion, and he doesn't feel there would be a negative reaction if the City Manager returns but if there were, it wouldn't go unnoticed by Council. Councilmember Rzyzi stated the Chief is stepping in and he agrees he should be protected. He supports this. Councilmember Kramer stated this would set a precedent with all other Department Heads; this will cause the City Manager to not have any authority of the Department Heads. He further stated this contract is questioning Council's authority. He further stated this changes the at will relationship to a contract relationship and that may violate our Charter. Councilmember Rzyzi stated he believes we need to approve this contract, and if any other Department Head wants a contract, they can ask, it doesn't mean they have to approve it. Attorney Wilhelm stated this is a two-step issue, one is do you want to have a contract with the Police Chief because this will set a precedent for all future Police Chiefs. Also, what basis will you decide who does and who doesn't get a contract. Another issue is the severance provision, the spousal issue, and there needs to be some negotiations. Councilmember Wedell stated he understand the Chief is looking for protection, but this is much more than he thought it was going to be. He further asked if there was any negotiations done and with whom. Chief Collins stated this is the contract he presented to the Mayor and our City Attorney. Councilmember Kivell stated he doesn't understand why there is suddenly a need for this. Chief Collins stated it is due to the conditions he has been working under for the past two years.

Councilmember Kurtzweil stated this isn't unusual in private business. She further stated she isn't opposed to this, and if there is a change in status from a will to just cause. She stated this may need some fine tuning. She further stated unless there is a particular instance, she will never vote to terminate and employee, and there are other ways to deal with issues. Councilmember Kramer stated there is also a guaranteed 3% raise in the contract for the next four years, and he doesn't understand how this is different from what the Chief already has. Councilmember Wedell stated this contract needs to be reviewed and negotiated and currently there is no recommendation to approve this contract, and this is uncomfortable. Councilmember Kivell stated this is a City Manager form of government and he or she decides who is working for the City, and this would change that.

CM 7-13-16 MOTION FOR THE CHIEF OF POLICE AND CITY ATTORNEY TO NEGOTIATE CONTRACT

Motion by Kurtzweil, supported by Rzyzi

Motion to direct the City Attorney and Chief of Police negotiate Police Chief Contract

VOTE:

ROLL CALL:

Kivell- No

Dedakis- Yes

Rzyzi- Yes

Galeas- Yes

Wedell- Yes

Kramer- No

Kurtzweil- Yes

7. Consider Succession Plan Resolution

Attorney Wilhelm stated the City Manager currently has the duty to designate another City employee to fulfill his/her duties if they are not available to do so. He further stated the City Manager could make a standing designation, but that hasn't been the practice of the City. Attorney Wilhelm stated the resolution fills in the line of succession if the City Manager isn't available to do so. Councilmember Wedell stated his issue is if we dedicate someone to do so in a resolution, but the person designated is new and isn't familiar with the City. He further stated if our City Manager ever becomes incapacitated, the City Council always has the option to call a special meeting within a day and appoint someone. Councilmember Kivell agrees and we need to impose ourselves onto the City Manager to ensure that person appoints someone. Attorney Wilhelm stated we could always look at the succession line each year in case there are any changes. Councilmember Kurtzweil stated the drafting of the resolution is a little confusing. The Charter gives the Manager or Council the ability to appoint someone during a vacancy in the City Manager office. Attorney Wilhelm stated he sees a temporary absence and a vacancy differently. Councilmember Kurtzweil stated a vacancy is a vacancy regardless of the reason. She further stated Council should step in if the City Manager isn't able to make the recommendations. Further discussion was held regarding the proposed resolution.

CM 7-13-16 MOTION TO APPROVE RESOLUTION ESTABLISHING LINE OF SUCCESSION FOR ACTING CITY MANAGER

Motion by Kurtzweil, supported by Wedell

Motion to approve the resolution establishing a line of success for Acting City Manager in the event the City Manager is unable to perform the duties of the position

VOTE:

MOTION CARRIED- ONE OPPOSED

Discussion- Downtown

Councilmember Dedakis stated we just lost a crucial festival and it will be a huge loss to the City. We need to do some damage control and reach out to the Committee and Kathy Swan and try to salvage this situation. We spoke of adding more festivals and now we are backtracking and we lost our largest festival, as well as we lost the hotel.

Councilmember Kramer asked Mr. Donohue if he can speak with Pumpkinfest and try to do anything we can to get them back. Mr. Donohue stated he would be happy to and he also wants to meet with any entities that holds events in the City and map everything out, and come up with a plan to fill in any gaps that we may have.

Councilmember Kurtzweil stated people need to be careful with what is said to people. She doesn't understand if they are moving Pumpkinfest to Atchison Park, why they didn't ask for it to be held in McHattie Park. She doesn't think they will be as successful there because many of the people that have visited the festival in the past were from people walking to the event. She wishes they had the desire to approach the City to solve any problems instead of taking the event away, and she hopes the event will be back in the future. Mr. Donohue stated he has worked with many downtowns and he didn't see a problem with the questions that were asked of Pumpkinfest by Council, it is Council's job to ask questions. Councilmember Dedakis stated she was under the impression there was a threat made, whether it was a miscommunication or not, they called our bluff and it was a grave mistake on our end.

Mayor Galeas stated he admits he said the things they said, but they were taken out of context, but he did say many good things about Pumpkinfest as well, and he was trying to reiterate some local businesses feel left out, not that they don't want the festival. Councilmember Dedakis stated we need to be more direct on Council. Councilmember Kramer stated if Council has any concerns, we need to address them to Mr. Donohue and he could approach any organization with our concerns. We need to have a unified voice that can list our questions and concerns and this could have been avoided if we could have addressed our concerns. Further discussion was held regarding Pumpkinfest. Councilmember Dedakis asked what we can do to salvage this, and people will be furious about this. Councilmember Kurtzweil asked if Mr. Donohue could put together an economic incentive push to get Pumpkinfest back. Councilmember Wedell stated the Committee was here tonight and they are very angry, they are volunteers and they do a lot of work for this community, and there is no reason to anger them like this. Councilmember Rzyzi stated he wants to give a big thank you to the Pumpkinfest Committee and all their hard work on the many projects they do in the City. Councilmember Dedakis stated we also owe them an apology; we have angered people that do a lot of work for our City. Councilmember Kramer stated this has been going on for years, and this year they said they had enough. Many things with the City need to change and we fight through every little issue, and it is frustrating.

Managers' report

Chief Collins stated our planner Mr. Avantini has asked for the City to move forward with hiring a person to assist with planning at City Hall. He further stated there is now an administrative assistant hired that he feels may be able to do those duties as necessary. Clerk Deaton stated the administrative assistant is currently there 4 hours a day, and the original intent was to have someone to help with the one stop shop process. Kelly had a background in planning and zoning and currently we do not have someone to do that. Our administrative assistant doesn't have the skillset or the knowledge to help a resident/customer when they come to the counter. Councilmember Kivell stated someone from the Clerical staff will not automatically have the experience or knowledge to assist with planning or zoning. Attorney Wilhelm stated it is his understanding City Manager Ladner, and Mr. Avantini have already interviewed and it was the City Manager's intention to fill that position. Councilmember Kurtzweil stated she would like to table this until the next meeting. She asked if the Attorney and Mr. Avantini could find out if the candidates are still available.

CM 7-14-16 MOTION TO TABLE DECISION UNTIL NEXT MEETING

Motion by Kurtzweil, supported by Kivell

Motion to table the decision regarding the part time planning assistant until the next meeting

VOTE:

MOTION CARRIED UNANIMOUSLY

Department Head Martin stated there were some concerns regarding water restrictions due to the hot weather. He stated we do not have water restrictions, everyone in his department is very knowledgeable on this, and the way the water plant is operated. As long as we don't go over 4.50 million gallons of water a day. We have not come close to that number as of yet.

Councilmember Kurtzweil asked if the 50/50 sidewalk program is in effect. She believes we allocated \$20,000 for this. Department Head Martin stated he will get moving on this, and he will keep a running total number of homes to ensure we don't go over the limit. He further stated we need to let everyone know, if the City tree is damaging the sidewalk, the City will pay and replace that. If it is not fault of the City and it is the homeowner's responsibility to fix the sidewalk and hopefully with this 50/50 match, many people will take advantage of that.

Councilmember Kurtzweil asked Chief Collins if she finds firework debris or a sparkler on her property and she knows who was responsible, can the Police do anything about it. Chief Collins said the Police Department will respond, but they will need a good witness statement or video and it can be handled in court. Councilmember Kurtzweil stated she believes Department Head Martin should also get the 25% above his pay for the time he acted as City Manager which was for two weeks.

Councilmember Kivell stated he is hoping one homeowner will not have their entire sidewalk fixed using a large portion of the money put aside for the sidewalk match program, we need to make sure the money is fairly used for everyone.

Council comments

7/11/16

Councilmember Kurtzweil spent some time in Wisconsin and took a tour of the SS Cobia which was in service during the World War II and the conditions they lived in were incredible. At that time people still smoked so it was filled with smoke, and the temperature was about 90 degrees, the engine room 104 degrees. She further stated they slept on bunks with no sheets, and they were allowed to shower once every two weeks, and no washing machines. She cannot understand any young man fighting for our country and live under those conditions. She further stated her comments are in memory and in deep appreciation of the crew members that have served in WWII including the members of the SS Cobia.

Councilmember Wedell stated he would like to apologize to our staff members that had to work another half a day today besides the full day they already worked.

Councilmember Rzyzi stated he doesn't think there should be any changes in rules and public comment should not be limited. Councilmember Rzyzi stated the Witches Hat will be having a food truck this weekend and it will be a good one to attend. He further stated he and his wife visited Ambrosia Vie the little girl clothing store and it is a beautiful store, it is located above Divine Yoga. He further stated the succession plan is important and he was informed the City Manager wasn't available and clearly the Chief of Police is in charge and that needs to be relayed to our residents.

Councilmember Dedakis stated the new website looks really good and we are now on a level playing field with other communities.

Councilmember Kivell stated someone had asked at the last meeting about the sprinklers by the Witches Hat, and they are fixed and once again working.

Closed Session

CM 7-15-16 MOTION TO ENTER INTO CLOSED SESSION

Motion to by Kramer, supported by Wedell

Motion to enter into closed session regarding written attorney-client privileged communication regarding the City Manager's absence pursuant to Section 8(h) of the Open Meetings Act which provides that a public body may meet in a closed session to consider material exempt from disclosure by state or federal statute where the Michigan Freedom of Information Act, at MCL 15.243 (g), exempts information or records subject to the attorney-client privilege from disclosure

VOTE:

ROLL CALL VOTE

Kivell- Yes
Dedakis- Yes
Rzyzi- Yes
Wedell- Yes
Kramer-Yes
Kurtzweil- No
Galeas- Yes

The regular City Council Meeting reconvened at 11:15 p.m.

Adjournment

CM 7-16-16 MOTION TO ADJOURN MEETING AT 11:15 P.M.

Motion by Kivell, supported by Dedakis

Motion to adjourn meeting at 11:15 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor John Galeas

Lisa Deaton Clerk/Treasurer

DRAFT



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
southlyonfire.com

MEMORANDUM

TO: Interim City Manager Lloyd Collins
FROM: Fire Chief Mike Kennedy
DATE: July 10, 2016
RE: CPR Recognition

I am requesting time prior to the official agenda of the City Council meeting on Monday, July 25, 2016 to recognize the actions of SLPD, SLFD, and HVA on June 25, 2016.

On June 25, 2016, SLPD, SLFD, and HVA were dispatched to a residence on Clements Lane for a male patient who was unresponsive with labored breathing. Upon arriving at the residence, Sgt. Baaki observed the distressed patient lying in the hallway of the residence. Officer Brooks arrived and assisted Sgt. Baaki, who had already started resuscitation measures. Officers prepared the automated external defibrillator (AED) and administered a shock. Upon receiving the initial shock of the AED, officers were able to detect the patient's pulse and observed shallow breathing. The officers continued administering CPR along with members of the South Lyon Fire Department. Upon arrival of the Huron Valley Ambulance paramedics, patient report was given and primary care transferred. The patient was subsequently transported to Providence Novi for further care. The patient was successfully discharged from Providence Novi on July 1, 2016.

South Lyon Police Department

Sergeant Douglas Baaki
Officer Tracy Brooks

Huron Valley Ambulance

Paramedic Andrew Bentley
Paramedic Rodrigo Fonseca

South Lyon Fire Department

Deputy Chief Mike Weir
Captain Cory Armstrong
Lieutenant Jeff Noechel
Firefighter Ryan Carlington
Firefighter Lauren Carlington
Firefighter Cindy Conrad

AGENDA NOTE

MEETING DATE: July 25, 2016

PERSON PLACING ITEM ON AGENDA: Council/Mayor/Police Chief

AGENDA TOPIC: Police Chief Employment Agreement

EXPLANATION OF TOPIC: At the July 11, 2016 Council meeting, Council considered the Police Chief's proposed employment contract. Based on Council discussion, Chief Collins stated he would agree to an at-will contract with a severance provision. Council directed the City Attorney to negotiate and prepare a Chief of Police Employment Agreement with Chief Collins.

A draft employment agreement for the Chief of Police is attached.

Outline of terms:

Section 1 – Duties
Section 2 – Hours of Work
Section 3 – Salary
Section 4 – Fringe Benefits
Section 5 – Professional Development, Dues, and Subscriptions
Section 6 – Term
Section 7 – At-will Employment
Section 8 – Resignation and Retirement
Section 9 – Discipline
Section 10 – Termination with Cause
Section 11 – Severance
Section 12 – Disability
Section 13 – Indemnity
Section 14 – Personnel Manual
Section 15 – Other Terms and Conditions of Employment
Section 16 – Notices
Section 17 – General Provisions

Explanations and issues for Council review and consideration:

- Salary. Chief Collins' proposed Contract included an annual salary increase each year for the 4-year term. The attached Agreement provides for the Chief to be paid his current salary and such increases as the City may determine from time to time, presumably these would be consistent with salary increases approved for other department heads but would be at the discretion of the City.

This issue may be affected by the agenda item pertaining to non-union employee pay increases also on the agenda.

- **Fringe Benefits.** This section is intended to restate the Chief's existing benefits. Note, subsection (k) provides the City with authority to alter, modify, change, or terminate fringe benefits for all non-union employees including the Chief.
- **Term.** Chief Collins' proposed Contract provides for a 4-year term with 1-year extensions unless either party provides notice of an intent not to renew or to renegotiate the Contract. The attached Agreement provides for a 4-year term, with a right to provide notice of intent to renew, extend, or renegotiate. But if neither party provides notice, then the term is extended on its existing terms until it is terminated (by either party). The Chief's entitlement to severance is closely tied to this concept.

Council may wish to review and consider this issue in the context of circumstances wherein if terminated the Chief would be entitled to receive severance.

- **At-Will Employment.** The attached Agreement states that the Chief's employment as Chief of Police is at-will and can be terminated by either party at any time for any reason with or without cause subject to the terms of the Agreement such as severance, etc.
- **Resignation.** The Chief can resign or retire and he will not receive severance but will receive payment for all accrued leave and other benefits other employees receive. Both parties appear to be in agreement on this point.
- **Termination.** Chief Collins' proposed Contract would have made the Chief of Police position a "for cause" position meaning that he could only be terminated for cause. His proposed Contract also provided for payment of 6 months' salary as severance if he was terminated before the expiration of the term of the Contract. The Chief's Contract also requires notice of the reason for termination and a hearing at which he can be represented by counsel. The attached Agreement identifies the "with cause" reasons for termination which would eliminate the Chief's entitlement to severance. For a "with cause" termination, there must be formal written charges, notice and an opportunity to appear before Council. The at-will provision in the attached Agreement states that the employment relationship is at-will and can be terminated by either party at any time for any reason with or without cause subject to the terms of the Agreement – ie, severance, resignation, disability, etc.

The Chief has requested additional definition of the "with cause" reasons for termination that would eliminate the City's need to pay him severance. This will require additional research and likely revisions to this section.

Generally, under either parties' approach, the Chief will be entitled to severance if terminated without cause.

An employment contract with the Chief of Police would significantly alter the employment relationship, set a precedent, alter the City's Manager's authority, and place significant financial obligations on the City where the obligations have uncertain timing.

Council may wish to review and consider the reasons for either parties' decision to terminate the Agreement and the implications of those reasons on severance and other consideration. Is the Chief always entitled to 6-months' severance if he is terminated without cause? Can the term and other provisions of the Agreement be written such that

there is a possibility that the Agreement is not renewed or extended and the Chief remains employed with the City as Chief of Police?

- Severance. Chief Collins' proposed Contract includes 6 months' severance, and the trigger is any termination prior to expiration of the Contract, which may only be "with cause." The Contract term is subject to renewal, extension or renegotiation. It is unclear whether the Contract could be terminated by non-renewal through negotiations, but it appears that regardless the Chief would be entitled to receive severance. The attached Agreement contains a 6 months' severance amount, which is consistent the severance provision in the City Manager's contract. The Chief would receive payment for his accrued leave. There would be no accrual of additional leave during the severance period. The severance is excluded from MERS retirement benefit and FAC calculations.

Council may wish to review and consider this issue and the appropriate amount of severance or the manner in which the amount of severance is determined or calculated.

- Disability. The Chief's proposed Contract does not appear to address this issue directly. It is unclear whether the inability to perform the duties due to illness, injury or other reasons would constitute "just cause" for termination. The attached Agreement provides that the Chief's inability to perform the duties due to disability, illness, injury or other reasons which continues for a period of 90 days or more, the City can terminate his employment with no obligation to pay severance. This section also addresses FMLA. The City's short-term and long-term disability insurance policies may relate to this issue.

This appears to be an issue needing further consideration and information.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Police Chief Employment Agreement
- Chief Collins' proposed Contract

POSSIBLE COURSES OF ACTION:

RECOMMENDATION:

SUGGESTED MOTION:

POLICE CHIEF EMPLOYMENT CONTRACT

This agreement is made this day of June 28, 2016, by and between the City of South Lyon (hereinafter the "City" or "City of South Lyon") and Lloyd T. Collins (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City of South Lyon is desirous of securing the services of the Chief in the administration of the Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Contract;

NOW, THEREFORE, the City of South Lyon and the Chief of Police hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Chief shall be entitled as Chief of Police.

1. DUTIES

The administrative control of the Police Department for the City of South Lyon shall be the responsibility of the Chief of Police.

The Chief's duties shall include but not be limited to the following:

- a) Supervision of the daily operation of the Police Department
- b) Supervision of all departmental personnel.
- c) Preparation and submission of the Police Department budget.
- d) Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the City and the Police Department.
- e) Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- f) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- g) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- h) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- i) Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- j) Attending City Council meetings and being available for hearings before any Board of the City of South Lyon at which Police Department input as necessary.
- k) Being responsible for planning, organizing, directing, staffing and coordinating police operations, including, mutual aid, regional task force or similar enforcement efforts, and coordination with other local agencies where the Chief deems it appropriate.
- l) Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.
- m) Performs related work as required and is available 24 hours a day on an on-call basis.

2. HOURS OF WORK

- a) The Chief agrees to devote that amount of time and energy, which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Contract.
- b) It is recognized that the Chief must devote a great deal of time outside of normal office hours to the business of the City. It is also recognized that the Chief is not eligible for receipt of overtime pay. Therefore, the Chief may alter his work schedule to accommodate business needs, and his work and contributions to the development and accomplishment of departmental and City programs and goals shall be evaluated in terms of quality and quantity of production and achievement rather than on adherence to specific working hours.

3. COMPENSATION

- a) For the term June 28, 2016 to June 30, 2016, the Chief shall continue to be paid his current annual wage of \$90,855.00 in payments of \$3494.92.00 bi-weekly. An increase of 3%, (or, if greater than 3%, an amount equivalent to the raise received by other City department heads) shall take effect on July 1st of each year.
- b) The Chief shall receive the same number of sick days, vacation days, personal days, and holidays, as other City department heads pursuant to the City Personnel Manual. The Chief shall also receive, longevity, uniform and cleaning allowance, health insurance or stipend, life insurance, and all other benefits as do police officers of the City.
- c) The Chief shall be eligible for all health and life insurance benefits for which other City employees are eligible. The City agrees to bear the cost of such insurance programs in an amount equal to that covered for other City employees.
- d) Whenever the Chief is appointed interim, acting or assistant to the City Manager, (for two or more consecutive days), the Chief shall receive 125% of his otherwise current pay – calculated on a per day of assignment basis for all such time served as interim, acting or assistant to the city manager.

4. DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of the Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Michigan Chiefs of Police Association, and any applicable regional police chiefs association(s).

5. USE OF DEPARTMENT AUTOMOBILE

The Chief shall be assigned a department vehicle for use both on and off duty to facilitate prompt response to emergency situations 24 hours per day.

6. PROFESSIONAL DEVELOPMENT

- a) The City recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the Michigan Chiefs of Police training conferences each

year without loss of vacation or other leave, and will be reimbursed by the City for all expenses incurred while attending or traveling to the aforementioned conferences.

- b) The City also agrees to budget and pay for expenses of the Chief for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

7. INDEMNIFICATION

- a) The City agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.
- b) The City agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than the rank and file officers.
- c) The City agrees to maintain a disability insurance policy for the Chief providing salary continuation and medical expense coverage that is equivalent to the coverage provided to any City police officers.
- d) As a sworn police officer, the Chief shall be entitled to on-duty death and injury benefits as provided to any other full time police officer.

8. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the City shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, payment for any unused vacation days.

9. DISCIPLINE OR DISCHARGE

- a) It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least 30 days and only after a hearing at which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply.
- b) If the City terminates the employment of the Chief prior to the expiration of this agreement, (except in the case of conviction of a felony or loss of certification by the Michigan Commission on Law Enforcement Standards), the City will pay the Chief an amount equivalent to six months' salary and benefits, plus all accumulated vacation and personal time.

10. RETIREMENT

- a) The Chief shall continue in the current City of South Lyon MERS retirement system plan, (B-4, 2.5% per year of service, F-55).
- b) Upon retirement, the city will pay \$700 per month toward health insurance for coverage for the Chief and his spouse, until the age of 65, (unless the Chief becomes eligible for health coverage through future employment or spousal coverage).

11. NO REDUCTION OF BENEFITS

The City agrees that it shall not at any time during the term of this contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City.

12. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

13. SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

14. LENGTH OF CONTRACT

- a) The initial term of this Contract shall be for a period commencing June 28, 2016 and ending June 30th, 2020. However, this Contract may be extended as provided by its terms.
- b) Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than one (1) month prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional (1) year period. The contract shall remain in effect during any period of negotiation.
- c) In the event the Chief intends to resign voluntarily before he reaches his retirement date, then the Chief shall give the City thirty (30) days written notice in advance, unless the parties otherwise agree in writing.
- d) Provided such notice is given, the Chief will be entitled to receive pay for all accrued but unused vacation and personal time.

John Galeas Jr., Mayor
CITY OF SOUTH LYON

Date

LLOYD T. COLLINS
CHIEF OF POLICE

Date



CITY OF SOUTH LYON

Chief of Police Employment Agreement

THIS AGREEMENT, made and entered into this ____ day of July, 2016, by and between the City of South Lyon, a Michigan municipal corporation, ("City" or "Employer"), and Lloyd T. Collins ("Chief," "Chief of Police" or "Employee").

WHEREAS, the Chief of Police currently serves as the Chief of Police for the City and has requested that the terms of his employment as Chief of Police be set forth and described in an employment agreement to, among other things, provide him with certain protections;

WHEREAS, the City is desirous of maintaining and securing the services of the Chief in the administration of the City's Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police for the City of South Lyon according to the terms and conditions of this Agreement;

WHEREAS, Employer and Chief intend to set forth, in this Agreement, the terms and conditions of their employment relationship;

WHEREAS, with the exception of the severance provision, this Agreement is generally intended to be a restatement of the current at-will employment relationship and terms thereof between the City and the Chief, and there is no intent to alter the terms of the existing employment relationship unless specifically stated in this Agreement;

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

1. DUTIES

The Chief is hereby employed by the City as the Chief of Police of the City of South Lyon and Chief shall perform all duties as specified by law, ordinance and shall further perform all such other duties as may be lawfully assigned from time to time by the City Manager, the Mayor as empowered by City Council, or the City Council as an acting body. The duties of the Chief of Police shall include, but not be limited to:

- a) Administration and supervision of the daily operations of the Police Department;
- b) Supervision of all departmental personnel;
- c) Preparation and submission of the Police Department budget;

- d) Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the City and the Police Department;
- e) Administration of and responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- f) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department;
- g) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department;
- h) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs;
- i) Maintaining the discipline of department personnel; issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel;
- j) Attending City Council meetings and being available for hearings before any Board of the City of South Lyon at which Police Department input is necessary;
- k) Planning, organizing, directing, staffing and coordinating police operations, including, mutual aid, regional task force or similar enforcement efforts, and coordination with other local agencies where the Chief deems it appropriate;
- l) Communications with the public, including the media, on matters related to crime, police operations and department policy;
- m) Performance of related work as required and is available 24 hours a day on an on-call basis.

2. HOURS OF WORK

- a) The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police.
- b) It is recognized that the Chief must devote a great deal of time outside of normal office hours to the business of the City. It is also recognized that the Chief is not eligible for receipt of overtime pay. Therefore, the Chief may alter his work schedule to accommodate business needs, and his work and contributions to the development and accomplishment of departmental and City programs and goals shall be evaluated in terms of quality and quantity of production and achievement rather than on adherence to specific working hours.

3. SALARY

- a) Employer shall pay the Chief an annual salary of \$90,855 payable in bi-weekly installments (i.e., once every two weeks) of \$3,494.42, or at such other time and interval as other non-union City department heads are paid. The Chief shall not receive over-time compensation, as the parties intend for Chief to be an "Exempt Employee" for purposes of the Fair Labor Standards Act and Employer's adopted Personnel Manual.
- b) Employer may adjust the Chiefs salary by such amounts and at such times as it may deem appropriate, and the Chief shall receive such raises or increases in his salary as determined by the City from time to time.
- c) In the event the Chief is appointed acting or interim City Manager pursuant to Section 6.1(d) of the City Charter for two or more consecutive days, the Chief shall receive 125% of his daily pay for all such time served as acting or interim City Manager.

4. FRINGE BENEFITS

The following is intended to be a restatement of the fringe benefits the Chief already receives as the Chief of Police which are consistent with the fringe benefits received by other non-union City Department heads, and there is no intent to have this Agreement change or alter the fringe benefits the Chief receives, will receive, or may be eligible for.

- a) Health, Medical, Dental, and Vision Insurance. Employer will provide and pay the insurance premiums, subject to caps on the amount of Employer's payment of and financial contributions toward medical and health insurance costs, which are subject to change, the same health or medical insurance offered to non-union City department heads which includes: health insurance, prescription coverage, dental, and vision, through the City's existing plans which are subject to change. Employee shall be subject to same open enrollment periods and eligibility requirements as all non-union employees.
- b) Life Insurance. The City will provide a group term life insurance policy in the amount of \$60,000 (\$60,000.00 total coverage with AD&D) consistent with life insurance provided to other non-union City department heads. Chief shall, if requested by Employer and insurance company, submit to a complete physical examination by a qualified physician approved by Employer, the cost of which shall be paid by the Employer and/or insurance company.
- c) Disability Insurance. Employer agrees to provide and pay for short and long term disability insurance for Employee through plans and policies established for City employees in accordance with the City's Personnel Manual and other resolutions and policies adopted or amended by City Council.
- d) Annual Leave/Vacation. Chief shall to accrue the same annual leave (vacation days) at the same rate and on the same terms and conditions as other non-union

City department heads in accordance with the Employer's adopted Personnel Manual, as may be amended from time to time.

- e) Other Forms of Leave. Chief shall to receive and accrue the same personal days, sick days, bereavement leave, and holiday leave pay at the same rate and on the same terms and conditions as other non-union City department heads in accordance with the Employer's adopted Personnel Policy Manual, as may be amended from time to time.
- f) Retirement Plan. Chief shall continue to be eligible to participate in the City's defined benefit retirement plan, administered through MERS, as a member of the non-union division and employer and employee contributions shall be made in accordance with the plan documents as amended from time to time. Employer agrees to pay the required employer contributions to the retirement plan for non-union employees on behalf of Chief. Employee may also participate in the City's 457 Plan, but Employer will not contribute any amounts toward this plan on behalf of the Chief.
- g) Automobile. The Chief shall be assigned a department vehicle for use both on and off duty to facilitate prompt response to emergency situations 24 hours per day.
- h) Mobile Phone. Employer will provide Chief with a mobile phone similar to those provided to other non-union City department heads through the City's phone service plan at no cost to Chief.
- i) Longevity Pay. The Chief shall receive longevity pay consistent with that received by other City police officers.
- j) Uniform and Cleaning Allowance. The Chief shall receive a uniform and cleaning allowance consistent with that received by other City police officers...
- k) Cost of Living Adjustment. The Chief shall receive cost of living adjustments consistent with such adjustments for other non-union City employees.
- l) Changes in Benefits. Employer reserves the right to alter, modify, or terminate any or all of its benefits, specifically including insurance plans, provided to non-union employees during the term of this Agreement, and the Chief may not rely on any specific coverage or term of such plans or benefits being maintained by the Employer solely for Chief's benefit. Changes to the benefits provided to non-union employees after the date of this Agreement shall also apply to Chief.

5. PROFESSIONAL DEVELOPMENT, DUES, AND SUBSCRIPTIONS

- a) The City recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, Employer agrees to pay annually for the Chief to attend the Michigan Chiefs of Police training conferences and other such seminars and training sessions chosen

by the Chief each year without loss of vacation or other leave, and to reimburse him for all expenses incurred while attending or traveling to the such conferences provided that Chief shall obtain the City Council's approval of any the estimated costs of attendance at such conferences, seminars and trainings at the time of adoption of the annual budget.

- b) Employer agrees to pay annually for the Chief's professional dues and subscriptions for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional development, advancement and growth, and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Michigan Chiefs of Police Association, and any applicable regional police chiefs association(s) provided that Chief shall obtain the City Council's approval of any such dues, memberships and subscriptions at the time of adoption of the annual budget.

6. TERM

The term of this Agreement shall commence immediately on the Effective Date of this Agreement, written above, and shall continue through July 31, 2020 subject to the terms of this Agreement. Neither party shall have any obligation to renew, extend or renegotiate this Agreement; however, at least sixty (60) days in advance of the expiration of the term of this Agreement either party may give written notice to the other party of its intent to renew, extend or renegotiate this Agreement. In the event either party provides notice of its intent to renew, extend, or renegotiate, the terms of this Agreement shall remain in effect during such period. If neither party gives such notice, this Agreement shall be extended on its existing terms until terminated as provided for herein.

7. AT-WILL EMPLOYMENT

The Chief of Police's employment status and relationship with Employer shall be at-will and may be terminated at any time, with or without cause subject to the terms of this Agreement.

8. RESIGNATION AND RETIREMENT

The Chief may resign or retire at any time from the position of Chief of Police by providing thirty (30) days' advance written notice to Employer. If Chief voluntarily resigns or retires, the Chief shall not be entitled to receive any severance pay, but the Chief shall be entitled to receive any salary and benefits and compensation for vacation and holiday leave time and sick leave time that the Chief has earned or accrued through the effective date of the Chief's resignation or retirement.

9. DISCIPLINE

Employer may discipline the Chief and the Chief is subject to discipline as provided for in the City's Personnel Manual.

10. TERMINATION WITH CAUSE

- a) Notwithstanding the foregoing, Chief will not be entitled to any severance pay if the Chief is terminated because of any of the following:
 - i. being convicted of a felony or crime involving moral turpitude;
 - ii. being convicted of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol abuse or sexual misconduct);
 - iii. any illegal act involving personal gain to his or affecting the performance of his duties;
 - iv. willful misrepresentation to the City, either in connection with signing this Agreement or the performance of duties;
 - v. fraud;
 - vi. willful misconduct;
 - vii. willful subordination;
 - viii. a breach of the terms and conditions of this Agreement; or
 - ix. loss of Michigan Commission on Law Enforcement Standards (MCOLES) certification;
 - x. a violation of the City Charter, City Code or other policies or regulations adopted by Council.
- b) Before a termination of the Chief with cause as set forth herein shall be effective, written charges shall be proffered against the Chief, and he shall have an opportunity to appear before the City Council in his own defense. Chief may be suspended, with or without pay, by the Employer during such period.

11. SEVERANCE

- a) In the event this Agreement is terminated by the City without cause or for a reason other than those listed in subsection 10(a) or pursuant to Section 12, Employer agrees to pay, as severance pay, the Chief's salary, benefits (medical insurance, life insurance, disability, retirement plan contributions, car allowance) then in effect for a period of six (6) months from the date of termination. The Chief shall also be compensated for any accrued vacation, leave, and sick days Chief earned or accrued through the date of termination. Chief shall not accrue vacation, leave or sick time during the severance period. Any severance paid to the Chief shall not be included for the purposes of calculating the Chief's retirement benefits and shall not be reported to MERS as income paid by the City to the Chief.

- b) Notwithstanding the foregoing, if the Chief voluntarily resigns or retires; or if Chief is terminated for any reason listed in subsection 10(a); or if Chief becomes permanently disabled or otherwise unable to perform Chief's duties and is terminated in accordance with Section 12, then, under those circumstances, Employer will not be obligated to pay severance to the Chief, and the Chief shall be entitled to receive only the salary and benefits and compensation for vacation and holiday leave time and sick leave time that the Chief earned or accrued through the date of termination.

12. DISABILITY

Subject to any applicable limitations or provisions of the Family Medical Leave Act, 29 USC 2601, et seq, if the Chief becomes permanently disabled or otherwise unable to perform the Chiefs' duties due to illness, accident, injury, mental incapacity or infirmity, or other health reason after exhausting accrued vacation and sick leave, which will run concurrently with Family Medical Leave Act leave, and provided the Chief's disability or inability to perform his duties continues for a period of at least ninety (90) days, Employer may terminate this Agreement without obligation to pay the Chief severance compensation described in Section 11, above, but the Chief shall be entitled to receive any salary and benefits and compensation for vacation and holiday leave time and sick leave time that he earned or accrued through the effective date of termination.

13. INDEMNITY

Employer shall defend, hold harmless and indemnify Employee against any claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and in the course of the Chief's performance of his duties as Chief of Police; provided, however, that the Chief will not be indemnified for any criminal acts or acts or omissions outside his scope of authority. Nothing in this section is intended to affect or alter the Chief's eligibility for disability insurance coverage.

14. PERSONNEL MANUAL

- a) The City's adopted Personnel Manual, as may be amended from time to time, is incorporated herein by reference and made a part of this Agreement and shall apply to Chief as they would to other non-union exempt employees of Employer, unless otherwise provided in this Agreement. However, to the extent the terms and conditions of this Agreement differ or deviate from or are inconsistent with the Personnel Manual, the terms and conditions of this Agreement shall prevail.
- b) Employer may set any other terms and conditions of employment relating to the performance of Chief as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Personnel Manual, and any other law or ordinance.

15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, in consultation with the Chief, may set other terms and conditions of employment, as it may determine from time to time related to the performance of Chief,

provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Code, the City's Personnel Manual, and/or any other law or ordinance.

16. NOTICES

Notices pursuant to this Agreement shall be given by first-class mailing with the United States Postal Service, postage prepaid, addressed as follows:

If to Employer: City of South Lyon
 c/o Clerk of the City of South Lyon
 335 S. Warren Street
 South Lyon, MI 48178

If to Chief: Lloyd T. Collins
 Address on file with City

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of first-class mailing of such written notice with the United States Postal Service. Notice of a change of address shall be provided in the manner required in this Section.

17. GENERAL PROVISIONS

- a) **Governing Law.** This Agreement shall be construed in accordance with and governed by Michigan law. The venue for any legal action by either party concerning this Agreement shall be in Oakland County, Michigan.
- b) **Non-Assignability.** Neither party may delegate nor assign their rights, responsibilities, obligations, benefits or interests in or under this Agreement to any other person or entity.
- c) **Amendments.** The terms and conditions of this Agreement may be modified or amended only in writing signed by each of the parties to this Agreement.
- d) **Binding Effect.** The rights and obligations of the parties shall accrue to the benefit of, and be binding upon, the parties and their respective heirs, executors, personal representatives and successors.
- e) **Waiver.** A waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- f) **Severability.** In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- g) Counterparts. This Agreement may be executed in any number of counterpart copies, each of which (where the original signatures are affixed) shall be deemed an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the City of South Lyon has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk pursuant to authorization of the South Lyon City Council, and the Chief has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYER:

WITNESSES:

CITY OF SOUTH LYON

BY: _____
John Galeas, Jr., Mayor

Printed Name:

BY: _____
Lisa Deaton, Clerk

Printed Name:

CHIEF OF POLICE:

Lloyd T. Collins

Printed Name:

AGENDA NOTE

New Business: Item #

MEETING DATE: July 25, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Establish Pay Rates for Non-Union Employees and Department Heads

EXPLANATION OF TOPIC: Annual pay raises are historically implemented for non-union employees and department heads on or about July 1st, each year. Raises are generally in line with pay increases for union employees, although they have occasionally been higher for department heads. Council recently authorized a labor agreement granting a pay increase of 3% to the Police Officers Association of Michigan bargaining unit for FY 2016-2017. The pay increase for the International Union of Operating Engineers, (secretarial-clerical bargaining unit), for FY 2016-2017 is 2% plus a one-time longevity payment of \$1,000. This item was postponed at the meeting of July 11th, pending receipt of historical salary information for the employees involved. The requested information is now attached.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Spreadsheet detailing cost of 2% and 3% raises for non-union employees and department heads; Spreadsheet detailing historical salary information for department heads and non-union employees.

POSSIBLE COURSES OF ACTION: Authorize/Do Not Authorize pay increases of ____% for non-union employees, and ____% for department heads.

RECOMMENDATION: N/A

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize/not authorize a pay increase of ____% for non-union employees, and ____% for department heads, effective July ____, 2016.

07/25/16

Salaried Employees

	7/1/2016	1/1/2016	7/1/2015	7/1/2014	5/30/2014	1/1/2014	10/16/2013 (POAM)	01/01/2014 (POLC)	7/1/2013	4/1/2013	7/1/2012	11/30/2011	7/1/2011	7/1/2010	7/1/2009	7/1/2008
Lloyd Collins			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	8.0%	6.0%
Bob Martin*			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Lisa Deaton***			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%	\$15,000 for DPW	0%	0%	2.75%	2.75%
Lori Mosier			2.0%	0%		2.0%	0.0%	0.0%	0.0%	55.0%	0.0%		0%	0%	2.75%	2.75%
Mike Kennedy**		21%	2.0%	0%	3%	2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Hourly Employees																
Joan Ciarelli			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Wilma Lanning			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Tom Lyons			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
William Wilcox			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Police Cadet			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Crossing Guards			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Cemetery Supervisor			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%
Cemetery workers			2.0%	0%		2.0%	0.0%	0.0%	0.0%		0.0%		0%	0%	2.75%	2.75%

Unions

IUOE (Clerical)	2%+ \$1,000 Longevity payment															
AFSCME	1.5%		2.0%	2.0%		2.0%	0.0%	0.0%	0.0%		0.0%		0.0%	0.0%	2.75%	2.60%
POLC	Tentative 5% for Sgts. and 8% for Lt. (Currently asking 10% differential over POAM for Sgts. and 10% above Sgt for Lt.)	1%+ \$1,000 Bonus	1.0%	1.0%		2.0%	0.0%	0.0%	0.0%		0.0%		0.0%	0.0%	2.80%	2.80%
POAM	3%		1%	1%		1%	1% in 01/2014 and another 1% 10/2013		0%		0%		0%	0%	2.75%	2.75%

* Bob Martin received a \$15,000 increase in pay when he took over the Department of Public Works after Steve Renwick retired.

**Michael Kennedy hired in at \$27,000 per year and had an agreement for an increase at a later date. Due to circumstances beyond his control (the City Manager was fired) he never received the increase. Rod Cook gave him the 2% that he gave everyone else and later another 3% to fulfill the hiring agreement. He later justified a 21% increase with City Manager Ladner to put him in line with other departments and the actual hours he works.

*** Lisa Deaton was promoted to City Clerk/Treasurer

POAM & POLC

FOAM & POLC		AFSCME (DPW and W & S)		IUOE (Clerical)		Non Union/Salaried	
07/01/2010 to 06/30/2013	07/01/2013 to 06/30/2016	07/01/2011 to 06/30/2014	07/01/2014 to 06/30/2017	07/01/2011 to 06/30/2014	07/01/2014 to 06/30/2017	Up to July 2011	7/17/2011
5 yrs=\$400.00	10 yrs=\$1,000	5yrs=\$500	5yrs=\$700	5 yrs=\$600	5 yrs=\$700	5yrs=\$500	5 yrs=\$700
8 yrs=\$600.00	15 yrs=\$1,300	10 yrs=\$800	10 yrs=\$1,000	10 yrs=\$900	10 yrs=\$1,000	10 yrs=\$800	10 yrs=\$1,000
10 yrs=700.00	20 yrs=\$1,600	15 yrs=\$900	15 yrs=\$1,300	15 yrs=\$1,200	15 yrs=\$1,300	15 yrs=\$900	15 yrs=\$1,300
20 yrs=\$800.00		20 yrs=\$1,000	20 yrs=\$1,600	20 yrs=\$1,500	20 yrs=\$1,600	20 yrs=\$1,000	20 yrs=\$1,600

Salaried Employees	2%	3%
Lloyd Collins	\$ 1,817.10	\$ 2,725.65
Bob Martin	\$ 1,698.39	\$ 2,547.58
Lisa Deaton	\$ 1,227.67	\$ 1,841.51
Lori Mosier	\$ 1,142.31	\$ 1,713.46
Mike Kennedy	\$ 700.00	\$ 1,050.00
Annual total	\$ 6,585.47	\$ 9,878.20
Hourly Employees		
Joan Ciarelli	\$ 0.32	\$ 0.48
Wilma Lanning	\$ 0.21	\$ 0.31
Tom Lyons	\$ 0.35	\$ 0.53
William Wilcox	\$ 0.24	\$ 0.35
Police Cadet	\$ 0.20	\$ 0.31
Crossing Guards	\$ 0.33	\$ 0.50
Cemetery Supervisor	\$ 0.24	\$ 0.36
Cemetery workers	\$ 0.23	\$ 0.34

AGENDA NOTE

New Business Item #:

MEETING DATE: July 25, 2016

PERSON PLACING ITEM ON AGENDA: Robert J. Martin, Department of Public Works

AGENDA TOPIC: Purchase of Single Elgin Pelican Street Sweeper

EXPLANATION OF TOPIC:

As you may recall this item was brought to the Council at the July 11, 2016 meeting. Financial concerns by the City Attorney have been put to rest and we now wish to proceed with the purchase of a Single Elgin Pelican Street Sweeper.

In FY 2016-2017 the Department of Public Works budgeted for a new street sweeper. Starting in FY 2017-2018 a (5) five year payment plan of \$43,042.00 will fund this piece of equipment going forward. Our first payment will be made in August 2017. We will receive this piece of equipment in July 2016. This will serve the City for the next foreseeable future.

Bell Equipment Company will also offer a guaranteed buyback toward the sweeper. At (5) five years they will pay the City \$55,000.00 for the single Elgin Pelican, or we can apply this amount toward a new Elgin Pelican or any model Elgin Sweeper, at that time.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Quotes, brochures and the original Agenda Note.

Elgin Pelican Single Street Sweeper **\$197,406.30**

POSSIBLE COURSES OF ACTION:

To approve or not approve the purchase of an Elgin Pelican Single Street Sweeper for the total price of \$197,406.30.

RECOMMENDATION:

To purchase an Elgin Pelican Single Street Sweeper from Bell Equipment Company for the total amount of **\$197,406.30**.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of an Elgin Pelican Single Street Sweeper from Bell Equipment Company for the price of **\$197,406.30**.



February 2, 2016

Mr. Robert Martin
Director
Department of Public Works
520 Ada Street
South Lyon, MI. 48178

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
850 Science Blvd.
Gahanna, Ohio 43230
Phone: (614) 655-0022
Fax: (614) 655-0023

Dear Bob,

It was a pleasure meeting with you last week to over the specification for the purchase of a new Elgin Pelican Street Sweeper. Please review the following proposal.

- Elgin Pelican Single Street Sweeper
- John Deere diesel engine
- 220 gallon water capacity
- Hydraulic main broom suspension
- Air conditioning AM/FM/CD
- Lower roller wash-out system
- Side broom lights
- Rear camera with monitor in cab
- Return to sweep feature
- Windshield wipers with intermittent setting
- Conveyor stall alarm
- Dual heavy duty limb guards
- Sliding rear window
- Heated and motorized rear view mirrors
- Two LED Strobe light with guards
- LED rear directional arrow-stick
- LED stop, turn, tail lights
- Battery disconnect
- Engine pre-cleaner
- Fire extinguisher
- Pelican and John Deere parts, operators, and service manuals
- Sweeper painted white
- All other standard features
- Delivery and training
- 5 year supply of side brooms and main brooms
- (6) side brooms per year included, (4) main brooms per year included, strip style

PURCHASE PRICE	\$197,406.30
TRADE VALUE	-\$7,000.00
NET PURCHASE PRICE	\$190,406.30

PURCHASE PRICE FOR DUAL	\$213,316.30
TRADE VALUE	-\$7,000.00
NET PURCHASE PRICE	\$206,316.30

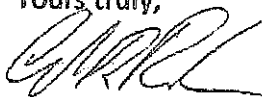
The above pricing is derived from the State of Michigan MI-Deal contract which features best industry pricing.

Bell Equipment Company would also like to offer you a guaranteed buyback toward either sweeper. At (5) years we will pay the City of South Lyon \$55,000.00 for the single Elgin Pelican and \$60,000.00 for the Dual Elgin Pelican, or we can apply this amount toward a New Elgin Pelican or any model Elgin Sweeper, at that time. This assumes a regular maintenance program, normal wear and tear, and no excessive abuse or damage.

Bell Equipment Company has been the Elgin Street Sweeper Dealer in the State of Michigan since 1951 and has several hundred sweepers in operation throughout the State. We are proud to support and service everything we sell.

If you have any questions concerning this proposal, please call or email me. Thank you for the opportunity and for your interest in the Elgin product and Bell Equipment Company.

Yours truly,



Clark R. Bushman
Vice President/Sales
Bell Equipment Company

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9
 to
 CONTRACT NO. 071B1300075
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		PRIMARY CONTACT		EMAIL
Bell Equipment Company		James Bell Jr.		jbell@bellequip.com
78 Northpoint Drive		PHONE		CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Lake Orion, MI		248-370-0000		1706
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Dan Smith	517-334-7767	Smithd4@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov
CONTRACT SUMMARY				
DESCRIPTION: Work Zone Safety Equipment (NASPO) – Michigan Department of Corrections & MiDeal				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2013	2 – 1 year options	September 30, 2015	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 30		30-75 days after receipt of order (ARO)		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 year	September 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,200,000.00		\$500,000.00	\$1,700,000.00	
DESCRIPTION: Effective September 21, 2015, this contract is hereby extended through September 30, 2016, increased by \$500,000.00, and pricing on this contract is hereby updated per revised Attachment A. All other terms, conditions, pricing and specifications remain unchanged. Per vendor request, MDOT agreement, and approval from DTMB-Procurement.				



David R. Penoff
ENVIRONMENTAL SERVICES DIVISION
317-328-1166 Office
317-500-0190 Cell
888-200-6313 Fax

TO: Clark Bushman - Bell Equipment Company
FROM: David Penoff - Vice President/Sales Representative
DATE: 6/16/16
RE: Tax-Exempt Leasing Quotation **City of South Lyon (MI)**

EQUIPMENT: Elgin Pelican Sweeper
EQUIPMENT COST: \$197,406.30
COMMENCEMENT: To Be Determined
STRUCTURE: Municipal Lease Purchase
END OF TERM PURCHASE: \$1.00
DOCUMENTATION FEE: None
TERM: Five (5) Years
PAYMENT FREQUENCY: Annual
INTEREST RATE: 2.91%

Payments in Arrears - First Payment Due One (1) Year After Lease Commencement

Payments	5 @ \$43,042.00
Payment Factor	0.21804

The above rates and payment factors will be valid for a period of thirty (30) days from the date of this quotation and are subject to credit approval.

Thank you for the opportunity to provide this information. If you have any questions, please feel free to contact David Penoff 317-328-1166 (dpennoff@tcfef.com) or Wendy Wilson 317-328-1163 (wwilson@tcfef.com).

**MICHIGAN ADDENDUM
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____
(State Agencies)**

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: _____

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Governmental Lease-Purchase Agreement No. _____ (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. Section 8 of the Lease is hereby deleted and the following Section 8 is hereby inserted in lieu thereof:

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. During the term of this Lease, title to the Equipment shall be retained by US, except for those modifications that YOU add to the Equipment that can be removed without damaging the Equipment. YOU will not have any right, title or interest in the Equipment except as expressly set forth in this Lease. If YOU are in default of this Lease, or this Lease is terminated for any reason other than pursuant to Section 17 (including but not limited to any termination pursuant to Section 5), YOU will, at your cost and expense, peaceably deliver the Equipment to US at the location or locations specified by US. Upon YOUR exercise of the purchase option pursuant to Section 17 or payment in full of all Lease Payments under this Lease, title to the Equipment will immediately and without further action by US vest in YOU, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through US. It is the intent of both parties that any transfer of title to YOU pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. WE will, nevertheless, execute and deliver any such instruments as YOU may request to evidence such transfer. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	_____ Legal Name of Lessee
	By _____ Signature Date
	_____ Print Name
	_____ Title
	(MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR SIGNATURE	Name of Lessor TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK
	By _____ Signature Date
	_____ Print Name
	_____ Title
	_____ Lease Number



GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____
(TAX-EXEMPT)

LESSOR	Name TCF Equipment Finance, a division of TCF National Bank	Email: customerservice@tcfef.com
	Address 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	Fax Number: 952-656-3273
LESSEE	Full Legal Name	Email:
	Primary Address	Fax:
		Fiscal Year End:
		FEIN:

LEASE PAYMENT INFORMATION	Principal Portion: \$ _____	Lease Payments: See Attachment 1: Lease Payment Schedule
	Interest Rate: ____ %	Payment Frequency:
	Maximum Lease Term: ____ Months	

BANK QUALIFIED	YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
-------------------	---

TERMS AND CONDITIONS

Please read this Governmental Lease-Purchase Agreement No. _____ (including all attachments and schedules hereto, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

1. **LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM:** This Lease is effective on the date on which WE disburse funds to the vendor of the Equipment (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from the due date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.	LESSOR SIGNATURE	Name of Lessor TCF Equipment Finance, a division of TCF National Bank
	Legal Name of Lessee _____		By _____
	By _____		Signature _____
	Signature _____		Print Name and Title _____
	Print Name and Title _____		Lease Number _____

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.
	Signature: _____ Title: _____

8. **TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. **MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE LEASE PAYMENTS.

10. **ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

11. **LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

12. **INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. **TAXES.** YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. **INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

15. **DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. **REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the

enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. **PURCHASE OPTION.** Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. **REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is new and is essential to YOUR functions or to the services YOU provide to YOUR citizens; YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment; YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriately or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. **UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

20. **UCC - ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. **TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. **BANK QUALIFICATION.** If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. **CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease will be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

25. **COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION.** This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes, including the filing of any claim, action or suit in the appropriate court of law. There shall be only one original counterpart of this Lease and it shall bear OUR original signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR original signature.

26. **ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____
LEASE PAYMENT SCHEDULE

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE:

COMMENCEMENT DATE*: _____

INTEREST RATE: _____%

PAYMENT FREQUENCY: _____

Date	Rental Payment	Interest	Principal	Purchase Option Price
------	-------------------	----------	-----------	--------------------------

Sample

Lessee:

By: _____

Print Name: _____

Title: _____

*YOU hereby authorize US to fill in the Commencement Date based on the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate.

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
		\$

Lessee: _____

By: _____

Print Name: _____

Title: _____

ACCEPTANCE CERTIFICATE

TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. _____ between TCF Equipment Finance, a division of TCF National Bank, as Lessor (the "Lessor"), and , as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. _____ (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

Date: _____, 20__.

Lessee:

By: _____

Print Name: _____

Title: _____

INSURANCE COVERAGE REQUIREMENTS

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Governmental Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

☒ a. All Risk Physical Damage Insurance on the leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

☒ b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person
\$1,000,000 aggregate bodily injury liability
\$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee:

By: _____

Print Name: _____

Title: _____

RESOLUTION
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. _____ dated _____ (the "Lease"), in principal amount not to exceed \$ _____, between _____ and TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305; and prescribing other details in connection therewith.

WHEREAS, _____, (the "Lessee") is a Municipalities
duly organized and existing pursuant to the Constitution and laws of the State of _____; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF _____:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ or _____ of the Lessee, are each hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officers, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of _____.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ____ day of _____, 20____.

Lessee: _____

By: _____

Print
Name: _____
Title: _____

LESSEE FACT SHEET
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. _____ DATED AS OF _____

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: _____
2. Send bills to the following address: _____

ATTENTION: _____
3. Name of person who issues payment and Phone number: _____
() _____
4. Fiscal year end: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

Lessor: TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Governmental Lease-Purchase Agreement No. _____, dated as of _____, by and between
_____ and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Governmental Lease-Purchase Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of _____ (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

TCF Equipment Finance Credit Application



Contact David Penoff | D: 317.328.1166 | Cell: 317.500.0190 | Fax: 888.200.6313 | email: dpenoff@tcfef.com
1145 Fiesta Drive, Greenwood, IN 46143

Company Information				
Name of Borrower (Municipality)				
Street Address		City	State/Zip	
Phone	Fax	Website	Gross Annual Revenue	
Contact Name & Title	Contact Email Address	State Organization ID #	Federal ID #	Fiscal Year
Type of Municipality				
<input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> State <input type="checkbox"/> School District <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Solid Waste District <input type="checkbox"/> Other				
Population (if applicable)		Households (if applicable)	Department/Agency	
Fiscal Officer		Title		
Phone		Fax		
Equipment Location Address		City	State/Zip	
Please check the appropriate box				
Within the current calendar year, we <input type="checkbox"/> will <input type="checkbox"/> will not Issue \$10,000,000 or more total debt including all bonds, loans and leases				
Lease Terms Desired				
Length of Lease Term		Payment Mode	First Payment Due	
<input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input type="checkbox"/> 5 Years <input type="checkbox"/> Other		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<input type="checkbox"/> Upon Delivery <input type="checkbox"/> Other (Insert Date)	
Equipment and Vendor Information (Attach separate sheet if necessary)				
Qty	Manufacturer/Year/Make/Model		Equipment Cost	Total Equipment Cost
Vendor Name		Contact Name	Contact Phone #	Contact Fax
Vendor Address		City	State/Zip	Email Address
<input type="checkbox"/> Equipment is Additional <input type="checkbox"/> Equipment is Replacement <input type="checkbox"/> New <input type="checkbox"/> Used				

By submitting this Application, the undersigned warrants that the applicant and each individual listed as a principal, partner, owner, guarantor or obligor consent, authorize and warrant as follows: (a) TCF Equipment Finance, a division of TCF National Bank and its agents ("TCFEF") may obtain commercial and consumer credit reports, investigate references and statements, and make other credit inquiries about the applicant and all such individuals, and anybody contacted in connection therewith may release any credit and financial information; (b) TCFEF and its affiliates may share with one another financial, credit and other information about the applicant and such individuals and use shared information to market to the applicant and the individuals; (c) the information on or accompanying this Application is true and complete, and the undersigned will notify TCFEF of any material change in any information; (d) this Application is submitted in connection with financing solely for business and commercial purposes and NOT for personal, family or household purposes; (e) this Application will apply to any future request for additional financing and all notices, disclosures, consents and warranties shall be deemed repeated for each future request, unless the applicant submits a new written application. TCFEF does not make offers or commitments to extend credit except in final signed documents and, in limited circumstances, in and pursuant to the terms and conditions of written commitment letters. Term sheets, proposal letters, approval letters and the like are not commitment letters.

READ CAREFULLY BEFORE SUBMITTING THIS APPLICATION: We recommend that you print the Application, sign it below and fax or mail it to us at the address set forth above. If you send this Application by unencrypted and non-secure e-mail, the contents including non-public information may be at risk, and we are not responsible for the security of the contents or for any theft or loss of data during e-mail transmission. If you decide to assume the risk of submitting this Application by e-mail, enter your name as authorized agent below. By entering your name and submitting this Application to us, you agree that this Application is an electronic record executed by you using your electronic signature.

Signature/Title

Date

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

EQUAL CREDIT OPPORTUNITY ACT. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact our Customer Service Manager, 11100 Wayzata Blvd., Suite 801, Minnetonka, MN 55305 (866-311-2755) within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. **NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006. (Please retain a copy of this notice and application for your records, updated 6/15)

Titling Instructions
TCF Equipment Finance, Inc. As Secured Party

NOTE: You should read and retain these Titling Instructions for your information and records. However, the enclosed Limited Power of Attorney must be signed and returned to TCF Equipment Finance, Inc. with your financing documents.

Under the terms of your financing contract, you are required to properly title your vehicle(s)

To comply with the requirements of your financing contract, TCF Equipment Finance, Inc. must receive the Secured Party's notice of lien from the Department of Motor Vehicles. **Please apply for your title immediately, naming TCF Equipment Finance, Inc. as Secured Party or Lienholder.**

If you are financing a **new vehicle**, you will need to apply for a title using the original Manufacturers Statement of Origin ("MSO") that you will receive from the dealer, along with a completed title application. Contact the Department of Motor Vehicles in the state you are titling your vehicle for a title application and titling procedures. Your dealer may also have titling materials and be able to assist you.

If you are financing a **used vehicle**, you will need to retitle the vehicle. Contact the Department of Motor Vehicles in the state in which you want to title the vehicle for retitling procedures.

Whether you are financing a **new vehicle** or a **used vehicle**, TCF Equipment Finance, Inc. must be listed on the title as **Secured Party or Lienholder**, as follows:

TCF Equipment Finance, Inc.
11100 Wayzata Blvd.
Suite 801
Minnetonka, MN 55305

IMPORTANT NOTE REGARDING TCF EQUIPMENT FINANCE, INC. AS SECURED PARTY: Although TCF Equipment Finance, Inc. may be listed on the MSO (on a new vehicle) or in the title reassignment section of a title (on a used vehicle), this may not be enough to assure that TCF Equipment Finance, Inc. gets listed on the new title as Secured Party or Lienholder. **In most states, you also must complete the Secured Party Information Section on the title application itself or a special form required by the State to add TCF Equipment Finance, Inc. as Secured Party or Lienholder.**

In the "Owner Section" of the title, please list your name exactly as it appears on your financing contract.

If you need further assistance, please contact your Sales Representative or Documentation Specialist at xxxxxxxxxx. Thank you for your prompt attention in titling your vehicle.

Customer Copy – Retain for your records.

LIMITED POWER OF ATTORNEY

XXXXXXXXXX (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of XXXXXXXXXXXX in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:
XXXXXXXXXX

COMPANY'S NAME: XXXXXXXXXXXX

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: _____
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: _____

**NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.
DO NOT SIGN OR PRINT YOUR NAME ABOVE.**

Title Holder: XXXXXXXXXXXX

State of _____)

BY: _____

County of _____)

TITLE: XXXXXXXXXX
(If Title Holder is individual, including sole proprietor,
DO NOT insert Title)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

☐ Personally known to me.

☐ Proved to me on the basis of satisfactory evidence to be the
person who appeared before me.

NOTARY PUBLIC SIGNATURE

AGENDA NOTE

New Business: Item #

MEETING DATE: July 25, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Appointment – Cultural Arts Commission

EXPLANATION OF TOPIC: An application has been received for the existing vacancy on the Cultural Arts Commission from Ms. Linda Robinson. Ms. Josie Kearns, Chair of the Cultural Arts Commission, supports the appointment of Ms. Robinson.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Application and Resume from Linda Robinson.

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the appointment of Linda Robinson to the Cultural Arts Commission.

RECOMMENDATION: Approve the appointment of Linda Robinson

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the appointment of Linda Robinson to the Cultural Arts Commission.

07/25/16

CITY OF SOUTH LYON
Application for Appointment

Date: 7 JULY 2016

Name: LINDA ROBINSON
Address: 25237 POTOMAC DR.
City, State, Zip Code: SOUTH LYON MI 48178
Home/Cell Phone: [REDACTED]
E mail address: lrdr@peacemail.com
Occupation: WRITER/ILLUSTRATOR
Employer: SELF
Education & Related Experience: ATTACHED

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"/>
Construction Board of Appeals	<input type="checkbox"/>
Cultural Arts Commission	<input checked="" type="checkbox"/>

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

Special qualifications: WRITING, FUND RAISING, SOCIAL MEDIA,
AVAILABLE

Describe why you are interested in this position: CAC is the most exciting
development in South Lyon since my parents moved here
in 1992. I would love to be involved with merging
arts + community.

How long have you lived in South Lyon? 12 YEARS

Previous place of Residence? ST. CLAIR SHORES, MI

References:

1. NANCY MILLS [REDACTED]
2. GERI RYAN - HARDEN [REDACTED]
3. CAROL LUDWIG [REDACTED]

Applicant's Signature: Linda Peterson Date: 7 July 2016

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: Ideaton@southlyonmi.org

For Office Use Only	
Comments:	
Appointed to:	Date:

Linda R. D. Robinson
25237 Potomac Drive
South Lyon, MI 48178
[REDACTED]
lrdr@peacemail.com

EXPERIENCE

2003 to Present **Illustrator/Writer**, self-employed

Illustrated 37 textbooks, created workshop art, wild food labels, book covers and illustrated nine children's books. Author of the novel *Chantepleuré*, and the caregiver handbook, *Caregiver: Finding Your Self*. Contributor to *Healing Garden Journal* magazine and *Scalarama 2015*

1999 to 2003 **Director of Special Events, Community Development Director**

Director of Special Events, Cystic Fibrosis Foundation. Community Development Director and Recruitment Manager, Making Strides Against Breast Cancer, American Cancer Society, Great Lakes Division, Michigan

1995 to 1999 **Graphic Designer**, ATKearney, Southfield, MI
Graphic Designer, AON Consulting, Grosse Pointe Farms, MI

Presentation creation for OEM and Tier One automotive clients, including GM, Ford Motor Co., Caterpillar

1977 to 1995 **Agency Principal, Account Executive, Business Manager**

Business-to-business full service advertising agencies. Ten years direct sales experience for business publications, including *Detroit Monthly*, *Michigan Business*, *Iron Age* magazine, and *The Detroit News*

SKILLS

Marketing; Sales and Revenue Development

- Copywriting experience
- Successful record of reaching targeted sales goals while maintaining strict budgets
- Large-scale special event planning and fundraising, national sales meetings, media briefings

Social Media

- Twitter: @ziggityboomer
- Facebook: <https://www.facebook.com/LRDRobinson>
- Blog: <http://lrdrobinson.blogspot.com/>

AFFILIATIONS

- South Lyon Fine Arts Society
- Poetry Society of Michigan
- Village Fine Arts Association, Milford, MI
- Directed by Women Worldwide Film Viewing Party, Action Team Volunteer

AGENDA NOTE

New Business: Item #

MEETING DATE: July 25, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Resignation/Appointment – Parks & Recreation Commission

EXPLANATION OF TOPIC: With the resignation of Mike Orlando, the Parks & Recreation Commission has two vacancies. Jodi Movens has applied for a position on the commission. If Council approves the appointment of Ms. Movens, there will be one remaining vacancy on the Parks & Recreation Commission.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resignation from Mike Orlando, application from Jodi Movens.

POSSIBLE COURSES OF ACTION: Accept/Do Not Accept the resignation of Mike Orlando; Approve/Do Not Approve the appointment of Jodi Movens to the Parks & Recreation Commission.

RECOMMENDATION: Accept the resignation of Mike Orlando, with thanks for his ten years of service; Approve the appointment of Jodi Movens.

SUGGESTED MOTION: Motion by _____, supported by _____ to accept the resignation of Mike Orlando, with thanks for his many years of service and approve the appointment of Jodi Movens to the Parks & Recreation Commission.

07/25/16

CITY OF SOUTH LYON
Application for Appointment

Name: Jodi Moxens Date: 7-14-16

Address: 341 Princeton Dr.

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

Home Phone: [REDACTED] Business Phone: NA

Occupation: Student

Employer: _____

Education & Related Experience: Current student at Oakland Community College, South Lyon Posale Shoppe, Chase Bank, National City Bank

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

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

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

If so, who? _____

Please select which position(s) you are interested in

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

Special qualifications: long time resident, frequently use parks with my 4 year old son, recently became student ambassador at Oakland Community college

Describe why you are interested in this position: I would like to be more involved in the city and I use the parks almost daily with my son and I'd like to help make/keep them great

How long have you lived in South Lyon? 28 years

Previous place of Residence? Novi, MI

References:

1. Sarah Kennedy [REDACTED]
2. Dianne Blakeney [REDACTED]
3. Marilyn Smith [REDACTED]

Applicant's Signature: Jodi K. Kluvers Date: 7-14-16

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

For Office Use Only

Comments: _____

Appointed to: _____

Date: _____

May 10, 2016

Erica,

I can only apologize for my distance. I am spread so very thin right now and I truly feel terrible for not being able to give the Parks and Rec Commission the time and effort it deserves. I have thought long and hard but after talking to my family I have to make the tough decision to resign from the Parks and Rec Commission effective immediately. I will formulate a letter of resignation and send to you and Lynn this afternoon after my shift at the Fire Department. It has been a true pleasure working with you and Dianne and the commission over the last 8 years. I wish only the best for you and the commission and maybe one day in the future I can help out again.

I wish you the best.

Mike Olando, NREMT

AGENDA NOTE

New Business: Item #

MEETING DATE: July 25, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Cultural Arts Commission Report

EXPLANATION OF TOPIC: Ms. Josie Kearns, chair of the Cultural Arts Commission, requested placement on the agenda to discuss gallery shows, grants, and the possible application for 501 c (3) status.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: E-mail message from Ms. Kearns

POSSIBLE COURSES OF ACTION: Discussion

RECOMMENDATION: N/A

SUGGESTED MOTION: Motion by _____, supported by _____ to _____

07/25/16

From: Josie Kearns [mailto:jakearns@umich.edu]
Sent: Monday, July 18, 2016 11:06 AM
To: Lloyd Collins
Subject: Putting Cultural Arts Commission on Agenda for Mon. July 25

Hello, Chief Collins,

I will have a report for the city council and mayor for the July 25 meeting. It's a recap of the planning of the gallery shows, grants and possibly a decision on creation of the 501 c (3) proposal made by Maggie Kurtzweil, Lynne Ladner and Tim Wilhelm at a previous meeting.

Also, I will be coming in some time this week for you to sign off on two grant proposals I am writing. The first is for a mini grant to the Michigan Council for the Arts and Cultural Affairs (MCACA) and it is a smaller version of one that Lynne already signed off on. This is just insurance in case we do not receive the larger grant.

The second involves one Lynne already signed off on as well. We received a planning grant from the Michigan Humanities Council and part of that was to plan for receipt of a larger humanities grant. I HOPE to have that for you later this week. The larger Michigan Humanities grant proposal will have the survey data included. That will greatly help our "case" for the proposal to the humanities folks.

The first is for about \$4,000 (mini grant to MCACA) and the second, larger Michigan Humanities Council grant will be in the neighborhood of \$8,000. I do not have the budget done for that one yet. The mini grant is due for submission on August 3rd and the larger, MHC grant is due August 1. So it goes.

NOTE: Both grants help defray costs of the gallery shows and add humanities and arts professionals and writers for events and panel discussions surrounding the shows and the music Bob Martin showcases at the McHattie Park events. And I have put in some money for the mural that Bob Donahue suggested for downtown.

Thank you.

At best,

Josie Kearns, Chair

South Lyon Cultural Arts Commission

AGENDA NOTE

New Business: Item #

MEETING DATE: July 25, 2016

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Pumpkinfest 2016 – Downtown Road Closures

EXPLANATION OF TOPIC: A request was received for a permit for the Pumpkinfest Downtown Event and associated road closures planned for Friday, September 23, 2016 at 2:00 p.m. until Sunday, September 25, 2016 at 8:00 p.m.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: application, map, sign-off list, insurance letter and quote, hold harmless, road closure resolution.

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

RECOMMENDATION: Consider approval of the requested closures, noting that numerous business and property owners did not sign-off on the approval forms, and that the required insurance certificate has not been submitted.

SUGGESTED MOTION:

Motion by _____, supported by _____

Resolved that Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Pumpkinfest Downtown Event from September 23, 2016 until September 25, 2016 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 2:00 p.m. on September 23, 2016 until 8:00 p.m. on September 25, 2016.

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

Be it further resolved that Wells St. between Detroit St. and E. Lake St. shall be closed on Friday, September 23, 2016 from 7:00 a.m. to 12:00 p.m.

Motion by _____, supported by _____

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Pumpkinfest Downtown Event from September 23, 2016 until September 25, 2016 and the related road closures: Lafayette Street between Liberty Street and Whipple Street; Lake Street between Wells Street and Washington Street; from 2:00 p.m. on September 23, 2016 until 8:00 p.m. on September 25, 2016.

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of July 25, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton
City Clerk/Treasurer



SOUTH LYON POLICE DEPARTMENT

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

BLOCK PARTY APPLICATION

Date Application Submitted: 5/23/16 Requested Block-off Date: 9/23, 9/24, 9/25
Applicant / Contact's Name: Kathy Swan, President PH #: 248-308-4512
on behalf of The Pumpkin Fest of the South Lyon Area Committee
Applicant Address: P.O. Box 696 South Lyon, MI 48178

Block-off Time: 2:00pm on 9-23-16 Block-off removal Time: 8pm on 9-27-16
Street Names to be blocked off: Pontiac Trail (Between Whipple Street & Liberty St). and Lake Street (Between Wells St & The existing alleyway behind Draught Street Bar).

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

Refer to the attached signature form

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

Kathleen Swan (on behalf of the Pumpkin Fest of the South Lyon Area Committee)
Applicant's SIGNATURE

APPROVED ☒

DENIED ☐

Chief Lloyd T. Collins
Lloyd T. Collins, Chief of Police

06/06/16