AGENDA NOTE

New Business: Item

MEETING DATE: January 14, 2016

PERSON PLACING ITEM ON AGENDA: Councilman Joe Ryzyi

AGENDA TOPIC: Discussion regarding job responsibilities for the Economic Development Coordinator

EXPLANATION OF TOPIC: Councilman Ryzyi asked to have placed on the agenda a discussion regarding the Job responsibilities for the Economic Development Coordinator. I have provided a memo, copies of job descriptions but am also providing information from comparable and nearby communities related to staffing and budget for both Community Development departments and Economic Development departments to review for comparison.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo, job descriptions and documentation related to nearby and comparable communities.

POSSIBLE COURSES OF ACTION: Discussion

RECOMMENDATION:

SUGGESTED MOTION:

Economic Development Tools, Staff, and Budgets in Neighboring Communities

Community	# of Comm. Dev. Staff # of Econ. Dev. Staff	# of Econ. Dev. Staff Type of Econ. Dev. Tool	Annual Econ. Dev. Budget
Brighton	1	1.5 DDA/PSD/LDFA	\$ 1,200,000.00
Howell	1.5	1.3 DDA	\$ 620,000.00
Milford	.5 and consultant	1 DDA	\$ 475,000.00
Chelsea	.5 and consultant	consultant DDA	\$ 461,000.00
Wixom	.5 and consultant	1 LDFA	\$ 3,059,670.00
Northville	.5 and consultant	1 DDA	\$ 830,685.00
Plymouth	3	1.5 DDA/BRA	\$ 971,000.00

DDA PSD LDFA BRA

Brownfield Rehabilitation A Public Act 381 of 1996 Local Development Fund A Public Act 281 of 1986 Principal Shopping District Public Act 120, 1961 Downtown Development A Public Act 197 of 1975

AGENDA NOTE

New Business: Item #

MEETING DATE: January 11, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief, Fire Chief

AGENDA TOPIC: Revised IT/CLEMIS Agreement

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

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

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

RECOMMENDATION: Approve/execute the revised agreement.

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

SOUTH LYON POLICE DEPARTMENT

Lloyd T. CollinsChief of Police



Memorandum

To: Lynne Ladner, City Manager

From: Chief Lloyd T. Collins

Subject: Revised IT/CLEMIS Agreement

Date: December 3, 2015

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

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

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

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

AGREEMENT FOR I.T. SERVICES BETWEEN OAKLAND COUNTY AND

City of South Lyon

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

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

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

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

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

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

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

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

Exhibit I: Online Payments

Exhibit II: Pay Local Taxes

Exhibit III: Web Publishing Suite

Exhibit IV: Internet Service

Exhibit V: Oaknet Connectivity

Exhibit VI: Email Service Exhibit VII: Health Portal

Exhibit VIII: Over The Counter Payments
Exhibit IX: Data Center Use and Services

Exhibit X: CLEMIS

2. COUNTY RESPONSIBILITIES.

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

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

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

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

3. PUBLIC BODY RESPONSIBILITIES.

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

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

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

4. <u>DURATION OF INTERLOCAL AGREEMENT</u>.

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

5. PAYMENTS.

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

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

6. ASSURANCES.

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

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

7. DISCLAIMER OR WARRANTIES.

- 7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 7.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
- 8. **LIMITATION OF LIABILITY**. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 9. **DISPUTE RESOLUTION**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. TERMINATION OR CANCELLATION OF AGREEMENT.

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

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

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

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- strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 20. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to Public Body, it shall be addressed to: Chief Lloyd Collins, City of South Lyon, 335 S Warren South Lyon, MI 48178.
 - 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

22. ENTIRE AGREEMENT.

- 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.
- 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

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

accepts and binds Public Body to the terms and conditions of this Agreement.

Oakland County Board of Commissioners

County of Oakland

EXHIBIT V I.T. SERVICES AGREEMENT OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

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

PUBLIC BODY RESPONSIBILITIES.

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

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

SUPPORT

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

SERVICE ACCESS

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

Service Center Information

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

SERVICE SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT X I.T. SERVICES AGREEMENT CLEMIS

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

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

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

2. CLEMIS DIVISION RESPONSIBILITIES.

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

3. PUBLIC BODY RESPONSIBILITIES.

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

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

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

4.1. Request by Public Body for Public Body Data. Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will Page 3 of 9

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

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

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

- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. Providing Public Body Data to Third Parties. County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. Costs for Providing Public Body Data. If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA

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- made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. County not Responsible for Third Party Use of Data. Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

5. FINANCIAL RESPONSIBILITIES—CLEMIS FEE

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

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

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

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- Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.
- 6.8. Amount of Enhanced Access Fee for Purchase Application. The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. Amount of Fee for Crash/Accident Report. Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. <u>Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.</u> Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. Obligations and Responsibilities if Public Body is a Court.
 - 6.11.1. Access to Website. If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. Contract for Credit Card Processing. If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. Separate Depository Bank Account. If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

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

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- 7.2. <u>Composition of CLEMIS Advisory Committee.</u> The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. <u>CLEMIS Advisory Committee Meetings.</u> The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. <u>CLEMIS Advisory Committee Officers.</u> Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. CLEMIS Advisory Committee—Subcommittees. The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
- 8. TRAINING. Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or online/remote training. If the training classes are held at County facilities or held in an online/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
- 9. SUPPORT AND MAINTENANCE SERVICES. County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

10. OBLIGATIONS & RESPONSIBITIES UPON TERMINATION/CANCELLATION.

- 10.1. <u>Use of CLEMIS & CLEMIS Applications.</u> Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. <u>Use and Access to Public Body's Data.</u> Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. <u>Transition of Data upon Termination/Cancellation.</u> Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation

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from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

10.4. Obligation to Pay CLEMIS Fee Upon Termination/Cancellation. Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

CLEMIS CATEGORIES / TIERS

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

	Tier 1			
	16 or more FTE's	O 6 – 15 FTE's	○ 1 – 5 FTE's	
	Tier 2	O	O	
	16 or more FTE's	O 6 – 15 FTE's	1 – 5 FTE's	
	Tier 2.5	O 6 45 ETE's	O 4 5 575's	
	16 or more FTE's	O 6 – 15 FTE's	1 – 5 FTE's	
	Tier 3			
	O 16 or more FTE's	O 6 − 15 FTE's	1 – 5 FTE's	
	Tier 4 Rescinded			
	Tier 5 Rescinded			
	Tier 6 (eCLEMIS)			
	O 19 or more FTE's	O 6 – 18 FTE's	O 1 – 5 FTE's	
	<u>Tier 7</u> Public Safety Answering Point (PSAP)/Central Dispatch Center			
	<u>Tier 8</u> Jail Management (outside Oakland County)			
	Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)			
	<u>District Court in Oakland County</u> (excluding 52nd District Courts)			
	Pays CLEMIS Fee: receive	ves ticket data.		
	OPT-OUT of CLE	MIS Citation Payment Applica	tion	
	Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.			
	District Court outside Oakland County			
	O Pavs CLEMIS Fee: recei	ves ticket data.		
	Pays CLEMIS Fee: receives ticket data. OPT-OUT of CLEMIS Citation Payment Application Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.			
	Circuit Court (outside Oakland Co	ounty - does not contribute any c	data)	
	Prosecutor Office (outside Oakla	nd County, does not contribute a	any data)	
	FRMS Participant (Fire Records I	Management System)		

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website. Mobile Data Computers ("MDC") WITHOUT County provided wireless WITH County provided wireless O CAD Only WITHOUT County provided wireless Livescan \odot WITH printer WITHOUT printer Mugshot **(** Capture Station and Investigative Investigative Only Jail Management **CLEMIS Member located in Oakland County CLEMIS Member located outside Oakland County** OakVideo (CLEMIS Member located outside Oakland County) **Crime Mapping Application** Pawn Application Fire Records Management System In Oakland County 0 Phase I Phase II Fire Records Management System Outside Oakland County Fire Department In Oakland County Data Extract Fire Department Outside Oakland County Data Extract CRASH Report Payment Amount: \$ 5.00 **Enhanced Access Fee Disbursement Instructions** O Disbursement when Requested Disbursement Quarterly Make Check Payable to: City of South Lyon OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed CLEMIS Member / Public Body requests that County provide Public Body's data to the following entity: Vendor Name: Address:_____

Contact:_____ Phone:____

COUNTY:	
James Hess, CLEMIS Division Manager	Date
PUBLIC BODY: City of South Lyon	
Title/Name: Mayor John Galeas	
Signature:	
g	Date

(to be completed by Public Body)



Memorandum

To:

Chief Lloyd Collins - South Lyon Police Department

From:

Kim McCabe, CLEMIS

RE:

IT / CLEMIS Agreements

Date:

November 3, 2015

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

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

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

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

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

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

Attn: Kim McCabe

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

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



Dear Government Agency:

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

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

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

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

Regards,

Phil Bertolini

Deputy County Executive & CIO

Alm & Bos

Oakland County, MI

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



An Initiative of Oakland County Executive, L. Brooks Patterson

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

L. Brooks Patterson
Oakland County Executive

What is G2G Cloud Solutions?

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

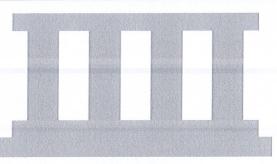
G2G Cloud Solutions offers two FREE services: Over the Counter Payments and Online Payments.

Over the Counter Payments

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

Online Payments

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



Government Helping Government

What Makes Us Different?

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

Revenue Sharing is Included:

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

How to Get Started with G2G Cloud Solutions:

Contact G2G Cloud Solutions

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

Schedule a Demo

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

Review & Sign the Interlocal Agreement

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

AGENDA NOTE

New Business: Item

MEETING DATE: January 14, 2016

PERSON PLACING ITEM ON AGENDA: City Manager Lynne Ladner

AGENDA TOPIC: Discussion considering sale of City owned Real Estate located at 0 S Warren St.

EXPLANATION OF TOPIC: The City has been approached by a Real Estate broker asking if the City is interested in selling parcel 21-30-276-001. This parcel is a small strip of land approximately 42 ft wide by 198 ft long adjacent to the McHattie Park parking lot running along the northern edge. The parcel is currently filled in with scrub brush and trees but does provide a buffer area between the parking lot and the lot just north of this small parcel that is vacant and for sale.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Recorded City Resolutions from Register of Deeds, Oakland County property system print out and map of the parcel.

POSSIBLE COURSES OF ACTION: Discussion

RECOMMENDATION: This is a very important buffer parcel for McHattie Park and as the size and shape and location do not make it particularly appealing to most purchasers I would recommend that the City keep the land as a buffer and potential expansion of parking for McHattie park.

SUGGESTED MOTION: Moved by, seconded by,





(80) 21-30-276-001

CVT:	City of South Lyon PIN; (80) 21-30-276-001
LONG TENNISHED AND AND ADDRESS OF THE PARTY	Active Parcel Type: Land
Add Date:	Delete Date:
	Last Activity: 5/26/2010 4:50:23 PM

Tax	Description	
1	T1N, R7E, SEC 30	
2	CALKINS ADD	
3	THAT PART OF OUTLOT 2 LYING	
4	N OF GTW RR R/W, ALSO	
5	S 1/2 OF VAC LEWIS ST	
6	ADJ TO SAME	

Primary	Information Site Address Addressee(s)	Address
7.4(0[0] KEESE	M City of Boatif Lyon	335 S Warren St South Lyon MI 48178

Address Info Legend = Primary Mailing

= Primary Site

் = Extra Site

🛊 = Primary

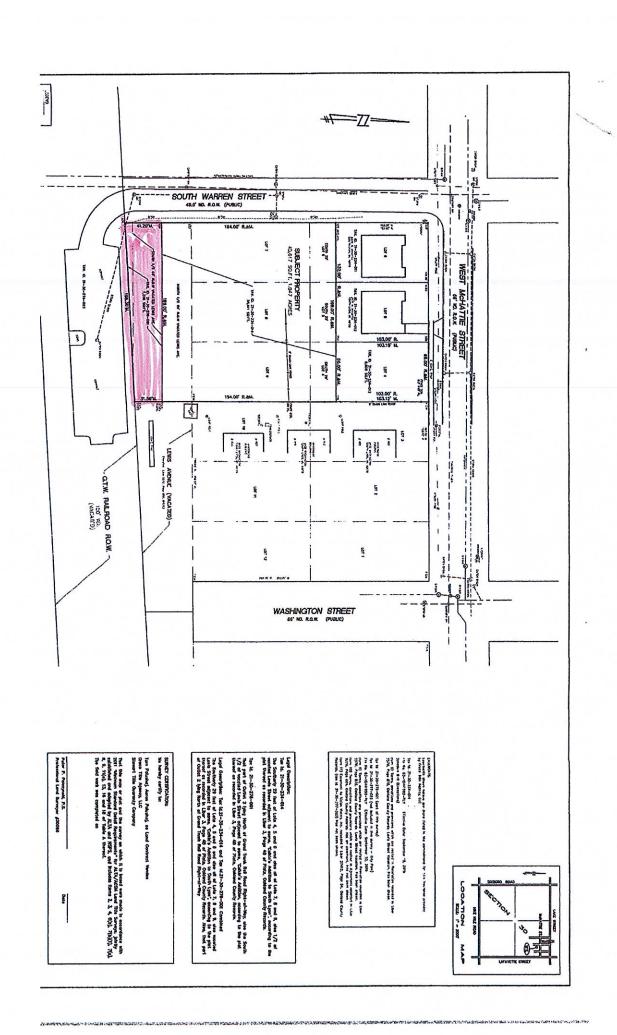
= Secondary

= Care Of

= Other
Black = Individual

Brown = Organization Green = Trust

10.0000 to 10.000



RESOLUTION

WHEREAS, it being brought to the attention of the Council for the City of South Lyon by certain of the abutting and adjoining property owners of so-called Lewis Street, lying between Warren Street and Lafayotte Street in the City of South Lyon, as duly platted and recorded;

AND WHEREAS, said Lewis Street is presently and has been for a considerable period of time, closed to vehicular traffic and is otherwise unused as a public thoroughfare,

AND WHEREAS,. the Council for the City of South Lyon being mindful of the necessity and desirability of the upkeap of those same lands, now therefore,

as above described, exclusive of the Grand Trunk Railroad right-of-way be and the same is hereby abandoned and discontinued as a public thoroughfare and right-of-way.

BE IT FURTHER RESOLVED that the City of South Lyon shall hereby quit and give up all further claim of right, atitle or interest in that same property, a plat thereof existing and recorded in Liber (296 page //7) of Oakland County Roadway between Blocks 10 and 11 in Outlot 2 and Outlot 1 of Records, Calkins Addition. Tim R7E Section 30.

AND BE IT PURTHER RESOLVED that the Clerk for the City of South Lyon is hereby directed to give notice by publication as provided in the City Charter, and to hold a public hearing concerning same.

CERTIFICATE

I, Norma Wallace, do heroby Certify that I am the Clerk for the City of South Lyon and that the Resolution above is a true and correct copy of a Rayolution passed by the Council for the City of South Lyon, St. Alberta of seid council held on the council held of the council held on the council held of the

BTATE OF NICHIGAN)

COUNTY OF OAKLAND

Subscribed and sworn this day of the April 1980

My Comm. Expires:

County of Notary Public I wingson County of the C

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1/20

RESOLUTION

WHEREAS, it being brought to the attention of the Council for the City of South Lyon by certain of the abutting and adjoining property owners of so-called Lewis Street, lying between Warren Street and Lafayette Street in the City of South Lyon, as set forth on the Plat of Calkins Addition to the City of South Lyon, recorded in Liber 296, page 117, Oakland County Records, that said Lewis Street is presently and has been for a considerable period of time, closed to vehicular traffic and is otherwise unused as public thoroughfare,

AND WHEREAS, the Council for the City of South Lyon being mindful of the necessity and desirability of the upkeep of those same lands, now therefore,

BE IT RESOLVED that all of that part of Lewis Street as above described, exclusive of the Grand Trunk Railroad right-of-way be and the same is hereby abandoned and discontinued as a public thoroughfare and right-of-way; except that an easement is reserved therein for public utility purposes.

AND BE IT FURTHER RESOLVED that the Clerk for the City of South
Lyon is hereby directed to give notice by publication as provided
in the City Charter.

CERTIFICATE

I, Norma Wallace, do hereby certify that I am the Clark for the City of Bouth Lyon and that the Resolution above is a true and correct copy of a Resolution passed by the Council for the City of Bouth Lyon, at a regular meeting of said Council held on the council and or the council for the city of day of facily, 1970, and I further certify that the resolution appears in the minutes of said meeting at the date set forth.

Norma Hallace

\ , /

When Recorded Return to :- M.F. Merrittave, Howell AZ 48843

2.00

New Business: Item

MEETING DATE: January 14, 2016

PERSON PLACING ITEM ON AGENDA: City Manager Lynne Ladner

AGENDA TOPIC: Discussion regarding delinquent real estate tax parcel 21-29-101-013

EXPLANATION OF TOPIC: The parcel 21-29-101-013 located adjacent to the alley between the Post Office and the building located at 118 E Lake is a small .02 acre parcel that was created through a lot split submitted to the County in 2012 by the City. There appears to be some question about true ownership of the parcel, is it the City's, does it belong to another unknown taxpayer?

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of the tax foreclosure notice, documentation used at the time the parcel was designated as taxpayer unknown, copy of title search information provided by County Treasurer's office.

POSSIBLE COURSES OF ACTION: Discussion

RECOMMENDATION: Is it more cost effective to allow the County to complete the Tax Foreclosure process which should then give the City the opportunity to purchase for the amount of the owed back taxes estimated to be less than \$2,000 by the time the foreclosure process is completed by the County but would provide the City with a more clear title to the parcel.

SUGGESTED MOTION: Moved by, seconded by,

CVT:

80

Parcel ID: 21-29-101-013

Address:

MI

SEV:

\$3.800.00

M. S. Abstract, LLC

18877 W. Ten Mile Rd. #210 Southfield, MI 48075

Phone: 248-483-5488 Fax: 248-552-6356

Email: info@msabstract.info

MSA No. OAK15-005374

Title Search

Record Search furnished to: Oakland County Treasurer's Office

DESCRIPTION OF REAL ESTATE:

Situated in the CITY OF SOUTH LYON, County of Oakland, State of Michigan,

A/P 1 SOUTH LYON T1N, R7E, SEC 29 ASSESSOR'S PLAT NO 1 LOT 32, ALSO 1/2 OF VAC ALLEY ADJ TO SAME EXC BEG AT PT DIST N 89-21-00 E 44.70 FT & S 00-22-00 E 92 FT & S 00-22-00 E 4 FT & S 89-21-00 W 7.57 FT FROM NW COR LOT 19, TH S 00-37-00 E 21 FT, TH S 89-21-00 W 38.11 FT, TH N 00-07-00 E 21 FT, TH ALG CEN LINE OF ALLEY N 89-21-00 E 38.11 FT TO BEG, ALSO EXC BEG AT PT DIST S 4 FT FROM SE COR OF LOT 17 OF SD 'PLAT', TH S 21 FT, TH W 23.40 FT, TH N 21 FT, TH E 23.40 FT TO BEG, ALSO EXC BEG AT PT DIST S 96 FT & S 89-22-00 W 23.43 FT FROM INTR OF W LINE OF WELLS ST & S LINE OF LAKE ST, TH S 89-22-00 W 21 FT, TH N 90-38-00 W 7.38 FT, TH N 90-02-00 E 21 FT, TH S 89-58-00 E 7.57 FT TO BEG. ALSO EXC BEG AT PT DIST S 17 FT FROM NE COR OF LOT 32, TH W 118.30 FT, TH S 15 FT, TH E 118.30 FT, TH N 15 FT TO BEG 12-20-11 FR 009 as recorded in Liber 52 Page 38 OCR

Examination complete through June 17, 2015

Current Taxpayer 1: UNKNOWN

Current Taxpayer 2:

GTR on COF 1:

UNKNOWN

GTR on COF 2:

Deed Vesting

Owner is presumed to be:

MASONIC TEMPLE ASSOCIATION OF SOUTH LYON, 327 BOYNE ST, NEW HUDSON, MI 48165-9780 USA

MASONIC TEMPLE ASSOCIATION OF SOUTH LYON, PO BOX 116, SOUTH LYON, MI 48178-0116 USA

by WARRANTY DEED, dated 2/20/1924 and recorded 2/26/1924 in Liber 398, Page 403, Oakland County Records.

Encumbrances

Interest of:

OAKLAND COUNTY TREASURER, 1200 N TELEGRAPH RD, PONTIAC, MI 48341-1032 USA

by CERTIFICATE OF FORFEITURE, dated 4/3/2014 and recorded 4/9/2014 in Liber





Date: December 2015 80 21-29-101-013
**********AUTO**3-DIGIT 481 6/1/1 001367-1
UNKNOWN
335 S WARREN ST
SOUTH LYON, MI 48178-1317 լելի հանձինի իրանկիլել իրիկիլի իրի անձենի բիրարկի



NOTICE OF ADMINISTRATIVE SHOW CAUSE HEARING AND JUDICIAL FORECLOSURE HEARING

Dear Oakland County Taxpayer:

The purpose of this document is to give you FINAL NOTICE that will lose your property to tax foreclosure on March 31, 2016, and that you have a legal right to participate in an administrative show cause hearing with the Treasurer's Office and a judicial foreclosure hearing with a judge to request that your property be withheld from property tax foreclosure for one year.



PLEASE ACT NOW TO HELP US HELP YOU KEEP YOUR PROPERTY WITH THE FOLLOWING STEPS:

PAY NOW - You have the right to redeem property by immediately paying the amount of delinquent taxes, interest and fees. All redemption rights expire on March 31, 2016, and the title to the property shall vest absolutely in the Oakland County Treasurer. Payments are made payable to Oakland County Treasurer, 1200 N. Telegraph, Bldg. 12 E, Dept. 479, Pontiac, MI 48341-0479.

ADMINISTRATIVE SHOW CAUSE HEARING - January 20, 2016 at 10am in the Board of Commissioners Auditorium.

Appearing before the County Treasurer or designee at the public show cause hearing a person claiming an interest in property being tax foreclosed may "show cause why absolute title to the property forfeited to the county treasurer under section 78g should not vest in the foreclosing governmental unit" for one of the following reasons: "(a) No law authorizes the tax, (b) The person appointed to decide whether a tax shall be levied under a law of this state acted without, jurisdiction, or did not impose the tax in question, (c) The property was exempt from the tax in question, or the tax was not legally levied, (d) The tax has been paid within the time limited by law for payment or redemption, (e) The tax was assessed fraudulently, (f) The description of the property used in the assessment was so indefinite or erroneous that the forfeiture was void."

JUDICIAL FORECLOSURE HEARING - February 3, 2016 at 8:30am before Judge Nanci J Grant, Case number 2015-147555-CZ.

Appearing before a judge at the Judicial foreclosure hearing a person claiming an interest in a property being tax foreclosed may contest the validity or correctness of the foreclosure for the same reasons, as stated above, that the person may contest the foreclosure at the Show Cause Hearing. The judge may also withhold the property from foreclosure if the court determines that the owner is: (a) a minor heir, (b) incompetent, (c) without means of support, and/or (d) is undergoing a substantial financial hardship.

TAXPAYER ASSISTANCE MEETING - In addition to attending the show cause hearing and judicial foreclosure hearing, a person claiming an interest in a property being tax foreclosed may contact the Oakland County Treasurer immediately for a private Taxpayer Assistance Meeting, available between Nov. 1 and Feb. 26, to determine your eligibility for a monthly payment plan, free financial counseling and programs that may help pay your taxes. To schedule a Taxpayer Assistance Meeting go to octreasurer.youcanbook.me to pick the most convenient day and time or call 248-858-0611.

IF PAYING ON MULTIPLE PARCELS, PLEASE INCLUDE ALL PARCEL ID NUMBERS



Andrew E. Meisner, Treasurer

1200 N. Telegraph Rd, Bldg 12 E Dept. 479 Pontiac, MI 48341-0479

RETURN SERVICE REQUESTED

IMPORTANT TAX INFORMATION

DUE IF POSTMARKED BY:	12/31/2015	\$1,595.44
(see following pages)	1/31/2016	\$1,605.42
	2/28/2016	\$1,615.39

VISA	MASTERCARD
Account number: _	
Exp. Date:	Phone Number:
Signature:	
Zip Code:	Amount:

PARTIAL PAYMENTS ACCEPTED Make checks payable to: Oakland County Treasurer

80 21-29-101-013 December 2015 UNKNOWN 335 S WARREN ST SOUTH LYON, MI 48178-1317

NOTICE OF PROPERTY TAX DELINQUENCY

CVT NAME:		Base Tax	Amount	due if postma	rked by:
CITY OF SOUTH LYON	Year	Amount	12/31/2015	1/31/2016	2/28/2016
	2014	236.32	284.40	286.77	289.13
Property Number:	2013	238.51	653.76	657.34	660.91
2129101013	2012	269.21	657.28	661.31	665.35
Property Address:					
	GRAND TOTAL DUE OF THE ABOV	/E AMOUNTS: [1,595.44	1,605.42	1,615.39

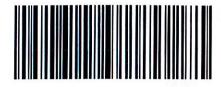
PLEASE NOTE: Amount due is correct as of the extraction date. It is subject to future change. Fees for certified mailing, personal service, publication etc. will be added as they are accrued and may not currently appear in projected monthly payoff amounts.



Payment Amount	Credit Card Fee
\$0.00 to \$49.99	\$2.50
\$50.00 to \$99.99	\$4.00
\$100.00 to \$199.99	\$5.50
\$200.00 to \$299.99	\$8.25
\$300.00 to \$399.99	\$11.00
\$400.00 to \$499.99	\$13.75
\$500.00 to \$599.99	\$16.50
\$600.00 to \$699.99	\$19.25
\$700.00 to \$799.99	\$22.00
\$800.00 to \$899.99	\$24.75
\$900.00 to \$999.99	\$27.50
\$1,000.00 and over	2.75% of amount

In accordance with MCL 211.78(i)(7)(g), "unless the forfeited unpaid delinquent taxes, interest, penalties, and fees are paid on or before March 31, 2015, the title to the property shall vest absolutely in the foreclosing governmental unit and that all existing interests in oil or gas in that property shall be extinguished except the following:

(i) The interests of a lessee or an assignee of an interest of a lessee under an oil or gas lease in effect as to that property or any part of that property if the lease was recorded in the office of the register of deeds in the county in which the property is located before the date of filing the petition for foreclosure under section 78h. (ii) Interests preserved as provided in section 1(3) of 1963 PA 42, MCL 554.291."



9214 8901 2789 3431 0758 01

ADDRESS SERVICE REQUESTED



Andrew E. Meisner, Treasurer 1200 N. Telegraph Rd, Bldg 12 E Dept. 479 Pontiac, MI 48341-0479

UNKNOWN 335 S WARREN ST SOUTH LYON, MI 48178-1317 ՍիկիրդեկուՍյոլկիրբ|ՍժիվիրդԱի|Ուկիդուրդ

21-29-101-013

21-29-101-014 owned by lity & S. Lyon

Dear Oakland County Taxpayer:

The purpose of this document is to give you FINAL NOTICE that you are in danger of losing your interest in property as a result of the tax foreclosure process on March 31, 2015.

PLEASE ACT NOW TO HELP US HELP YOU KEEP YOUR PROPERTY WITH THE FOLLOWING STEPS:

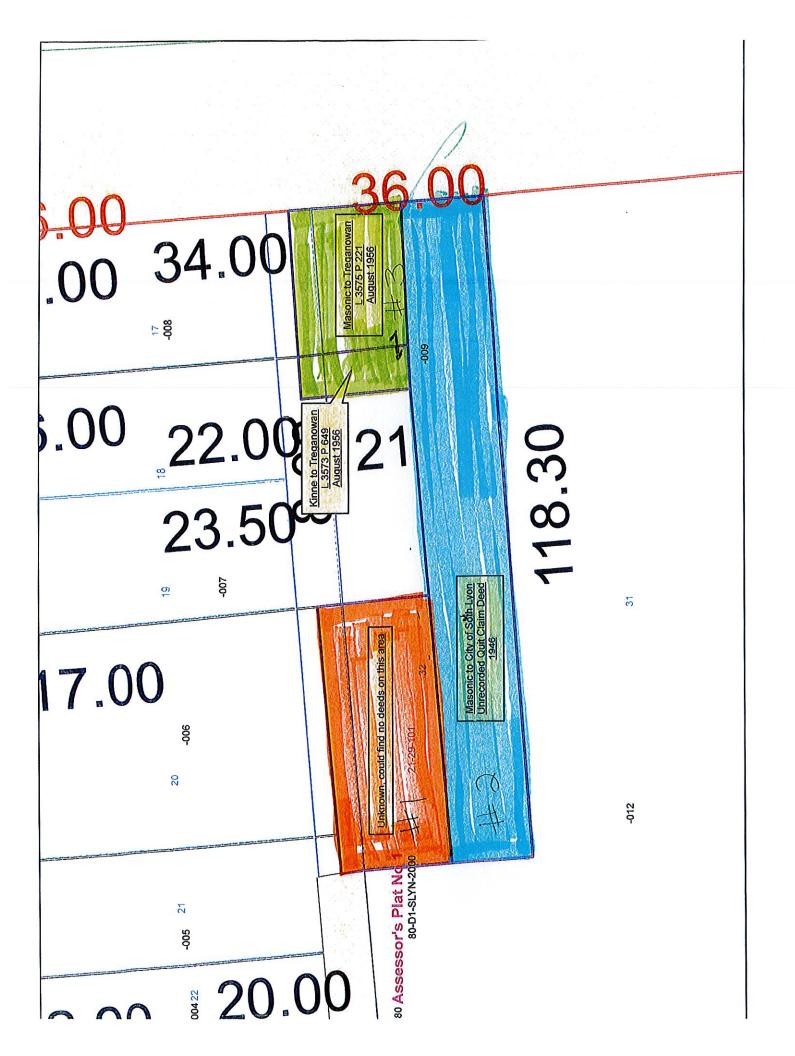
PAY NOW - You have the right to redeem property by immediately paying the amount of delinquent taxes, interest and fees shown below. All redemption rights expire on March 31, 2015 and the title to the property shall vest absolutely in the Oakland County Treasurer. Payments are made payable to Oakland County Treasurer, 1200 N. Telegraph, Bldg. 12 E, Dept. 479, Pontiac, MI 48341-0479.

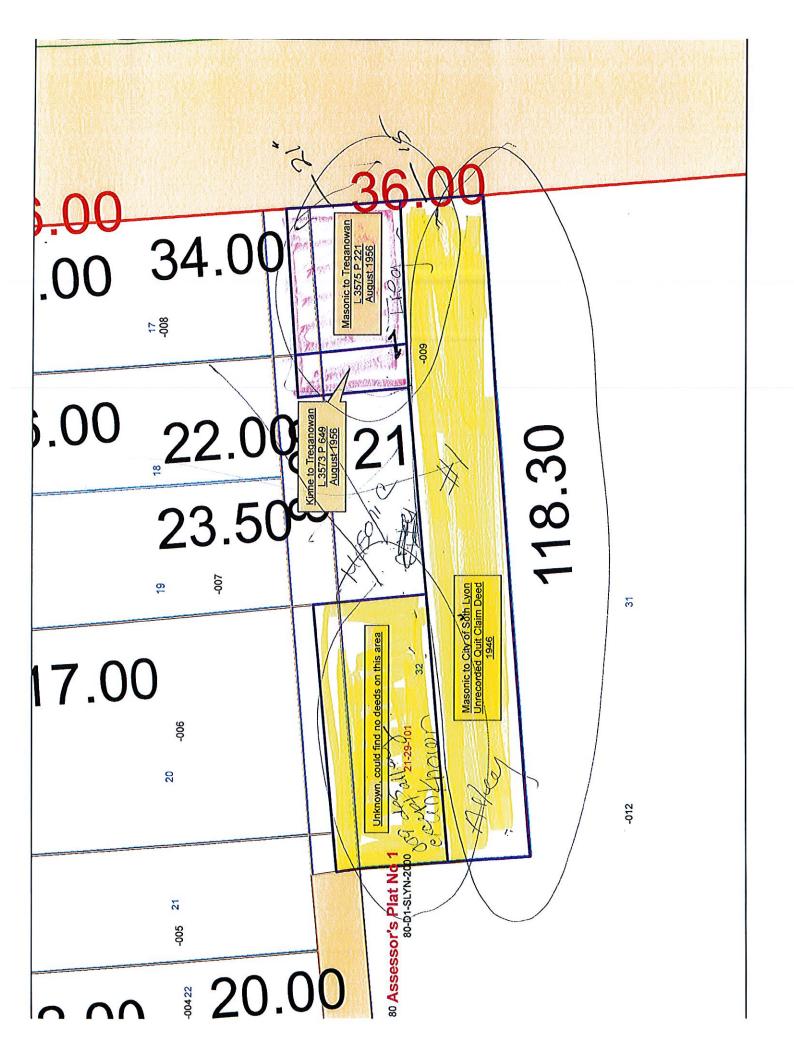
TAXPAYER ASSISTANCE MEETING – Call the Oakland County Treasurer immediately at 248-858-0611 or visit octreasurer.youcanbook.me to set up a Taxpayer Assistance Meeting where we will sit down to discuss your situation, work out a payment plan and have property withheld from auction in 2015.

SHOW CAUSE HEARING - Scheduled for February 3, 2015 at 10am in the Board of Commissioners Auditorium. Meeting with the county treasurer you may "show cause why absolute title to the property forfeited to the county treasurer under section 78g should not vest in the foreclosing governmental unit" for one of the following reasons:

- (a) No law authorized the tax,
- (b) The person appointed to decide whether a tax shall be levied under a law of this state acted without, jurisdiction, or did not impose the tax in question,
- (c) The property was exempt from the tax in question, or was not legally assessed,
- (d) The tax has been paid within the time limited by law for payment or redemption,
- (e) The tax was assessed fraudulently, and/or
- (f) The description of the property used in the assessment was so indefinite or erroneous that the forfeiture was void.

JUDICIAL FORECLOSURE HEARING - Scheduled for February 18, 2015 at 10am in front of Judge Michael Warren, Case number 2014-141180-CZ. A person claiming an interest in property being tax foreclosed wishing to challenge the foreclosure is heard by a judge. The person may contest the validity or correctness of the foreclosure for the same reasons, as stated above, that the person may contest the foreclosure at the Show Cause Hearing. The judge may also withhold the property from foreclosure if the court determines that the owner is: (a) a minor heir, (b) incompetent, (c) without means of support, and/or (d) is undergoing a substantial financial hardship.





Job#	
To be e	ntered by OCLD personnel)

TAX PARCEL SPLIT/DIVISION FORM

CVT Code

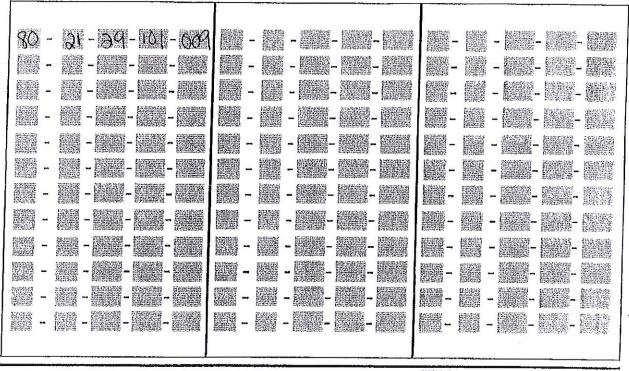


CVTNAME

auth Won

Number of Parent Parcels involved in Split/Combination

Parcel or PIN Numbers of the Parent Parcels



Number of New Child Parcels Created:



Please fill out a CHILD PARCEL INFORMATION form for each parcel being created and attach all source documents pertaining to the desired changes.

Submit to:

Oakland County Equalization Division Land Division Department 250 Elizabeth Lake Rd., Suite 1000W Pontiac, MI 48341-0431





(80) 21-29-101-013

CVT:	City of South Lyon	PIN:	(80) 21-29-101-013
Status:	Active	Parcel Type:	Land
Add Date:	12/21/2011 2:42:04 PM	Delete Date:	
Helphy City		Last Activity:	7/10/2012 11:20:54 AM

Tax Description 1 T1N, R7E, SEC 29 2 ASSESSOR'S PLAT NO 1 3 LOT 32, ALSO 4 1/2 OF VAC ALLEY 5 ADJ TO SAME EXC 6 BEG AT PT DIST 7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT & 9 S 00-22-00 E 4 FT &	
2 ASSESSOR'S PLAT NO 1 3 LOT 32, ALSO 4 1/2 OF VAC ALLEY 5 ADJ TO SAME EXC 6 BEG AT PT DIST 7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT &	
3 LOT 32, ALSO 4 1/2 OF VAC ALLEY 5 ADJ TO SAME EXC 6 BEG AT PT DIST 7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT &	
3 LOT 32, ALSO 4 1/2 OF VAC ALLEY 5 ADJ TO SAME EXC 6 BEG AT PT DIST 7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT &	
4 1/2 OF VAC ALLEY 5 ADJ TO SAME EXC 6 BEG AT PT DIST 7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT &	
5 ADJ TO SAME EXC 6 BEG AT PT DIST 7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT &	
6 BEG AT PT DIST 7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT &	
7 N 89-21-00 E 44.70 FT & 8 S 00-22-00 E 92 FT &	
8 S 00-22-00 E 92 FT &	
9 S 00-22-00 E 4 FT &	
10 S 89-21-00 W 7.57 FT	
11 FROM NW COR LOT 19,	
12 TH S 00-37-00 E 21 FT,	
13 TH S 89-21-00 W 38.11 FT,	
14 TH N 00-07-00 E 21 FT,	
15 TH ALG CEN LINE OF ALLEY	
16 N 89-21-00 E 38.11 FT	
17 TO BEG, ALSO EXC	
18 BEG AT PT DIST	
19 S 4 FT	
20 FROM SE COR OF LOT 17	
21 OF SD 'PLAT',	
22 TH S 21 FT,	
23 TH W 23.40 FT,	
24 TH N 21 FT,	
25 TH E 23.40 FT	
26 TO BEG, ALSO EXC	
27 BEG AT PT DIST	-
28 S 96 FT &	
29 S 89-22-00 W 23.43 FT	
30 FROM INTR OF	
31 W LINE OF WELLS ST &	
32 S LINE OF LAKE ST,	
33 TH S 89-22-00 W 21 FT,	
34 TH N 90-38-00 W 7.38 FT,	
35 TH N 90-02-00 E 21 FT,	
36 TH S 89-58-00 E 7.57 FT	
37 TO BEG, ALSO EXC	
38 BEG AT PT DIST	
39 S 17 FT	
40 FROM NE COR OF LOT 32,	
41 TH W 118.30 FT,	
42 TUC1EET	

Parcel Number: 80-21-29-101-009

OWNERS ADDRESS: TREGANOWAN, GARY

11326 MCCABE RD BRIGHTON, MI 48116

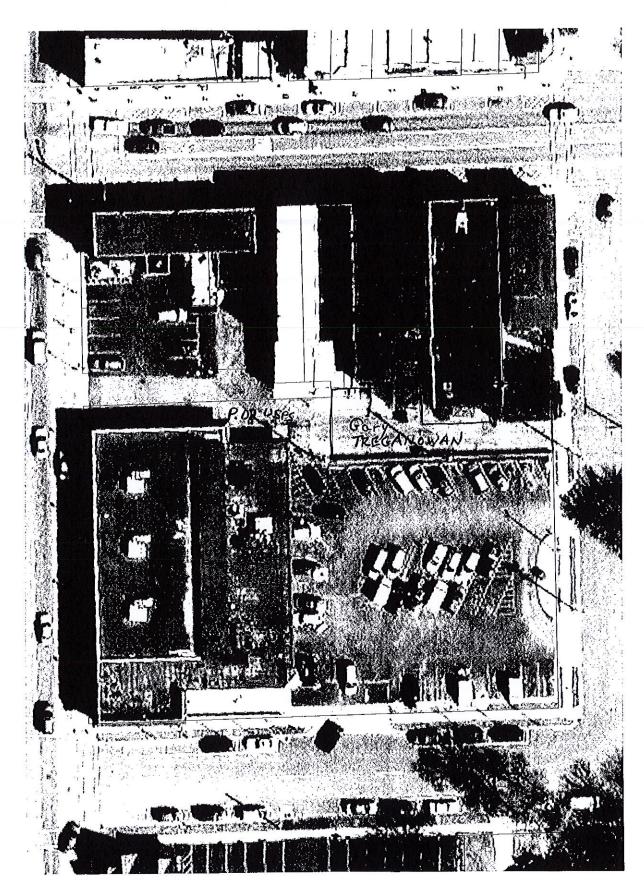
PROPERTY ADDRESS:

110 S WELLS ST SOUTH LYON, MI 48178

DATE PRINTED: 12/20/2011

2011 LEGAL DESCRIPTION:

T1N, R7E, SEC 29 ASSESSOR'S PLAT NO 1 LOT 32, ALSO 1/2 OF VAC ALLEY ADJ TO SAMEEXC BEG AT PT DIST N 89-21-00 E 44.70 FT & S 00-22-00 E 92 FT & S 00-22-00 E 4.00 FT & S 89-21-00 W 7.57 FT FROM NW COR OF LOT 19, TH S 00-37-00 E 21 FT, TH S 89-21-00 W 38.11 FT, TH N 00-07-00 E 21 FT, TH ALG CEN LINE OF ALLEY N 89-21-00 E 38.11 FT TO BEG 4/6/89 CORR



11 326 McCabl Buguton, M1 48116

Abstract and Citle Guaranty Company QUIT CLAIM DEED—Short F40 2-46
This Indenture, made this day of
in the year of our Lord one thousand nine hundredforty-six
BETWEEN MASONIC TEMPLE ASSOCIATION, a Michigan Corporation
Section 1980
of South Lyon, Michigan
partY of the first part, and
CITY OF SOUTH LYON, a Michigan Municipal Corporation
ofSouth Lyon, Michigan
part y of the second part.
Witnesseth, That the said part y of the first part, for and in consideration of the sum of
One Dollar and other valuable consideration
to <u>it</u> in hand paid by the said part <u>y</u> of the second part, the receipt whereof is hereby
confessed and acknowledged, do es by these presents, grant, bargain, sell, remise, release, and for-
ever QUIT-CLAIM unto the said part y of the second part, and to its heirs and assigns,
Forever, All that certain piece or parcel of land, situated in the City
of South Lyon County of Oakland and State of Michigan, known
and described as follows, to-wit: being SE corner of alley as
Commencing at a point on the E. line of Lot 32, Assessor's Plat
#1, distant 17 feet South from the N.E. corner of said lot; thence
W. 118.3 feet to the W. line of said lot, thence South 15 feet;
thence E. 118.3 feet; thence N. 15 feet to the place of beginning.
Also an easement of and across the N. 4 feet of Lot 32, Assessor's
Plat #1, City of South Lyon, County of Oakland, State of Michigan.
(this being the 4 feet which was annexed to said lot by vacation
of the alley by the City of South Lyon) for the purpose of sewer
and water mains. Said easement to expressly include the right
to enter upon said premises to maintain and repair said mains.
Company of the second of the s
Top see the factories

For your Safety, have Abstruct and Citie Couranty Company insure your real estate titles.

r and protection, close all your real estate transactions in Escrow Department of Abstract and Orthe Course of Course

U. S. Revenue Stumps

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	TITLE
PY	INSURANCE
32	ABSTRACTS
1	ESCROWS

1000 FTA M. 1981	DEED-CORPORATION 1881 - M. S. A. 26.571	Un-Statutory Form	1	Abstract	Pontiac	Congranty Mr. Clemens	Ferndale
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a representative construction	1/27						
KNOW ALL	MEN BY THESE PR	ESENTS: That					
•	MASONIC TEM	PLE ASSOCIA	TION OF SC	OUTH LYON			
Convey	and Warrant to						
	•	OWAN, marri	ad				
Access to		45.					
whose Street	Number and Post Of	fice address is	South I	Lyon, Micl	nigan		
the following	described premises si	ituated in the	City	of	South	Lyon	County of
	Oakland	and Sta	te of Michigan, t	o-wit:			
						9	
	of Assessor 38. Said p	t; thence nce easterl	as record described Street, 4 sor's Plat s Plat #1, N. 21 feet y along th	ded in Lili as: Beg feet S. thi; the 21 feet to the center	or 52, or ginning a of the Sence S. a to a poi center li line of	f Plats, t a point. E. corne long the nt; them ne of vac	Page t on er of E. ace ated
• 22	•						
together with a	ll and singular the tene	ments, beriditaments	and appurtenances	thereunte belon	ging or in anywi	se apportaining,	
for the sum of						One Dollar(s)	***********
and other valu	able considerations;						DDCUMENTAR
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Dated this	11.7	A day of	Augus t	A. D. 19	56		(55) Epocs 55
	and Delivered in Pre		neg as c	13. 51. 11	Signed and Se	aled:	
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	John Charles	a E. Walker	ВУ	Glen	Van Att	a - Secre	tary L.S.
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My commission	expires July 2	20, A.D	0, 19 58	4	Olive		., (
Note: If more "each for hims	than one officer ackiell", and (2) "they ar	nowledges insert at	RE 1: 500		Olive: Oakland	Co-in	ty. Michigan
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(80) 21-29-101-013

Tax	Description
44	TH N 15 FT
45	TO BEG
46	12-20-11 FR 009

100	d Uneage						124 17 22 18 18 18	
Parent						hild		Split
CVT	PIN	Status	Date	CVT	PIN	Status	Date	Date
80	21-29-101-009	Inactive	12/21/11	80	21-29-101-013	Active	12/21/11	12/21/11

Address	Informa	tion				
Primary Mailing Address	Site Address Indicator		Addressee(s)	Address		
⋈		★ Unknown		335 S Warren South Lyon MI 48178		

Address Info Legend

= Primary Mailing

奋 = Primary Site

🛊 = Primary

= Secondary

= Care Of

🧔 = Other

Black = Individual

Brown = Organization

Green = Trust

Sold of sopposed on a sold of the sold of

Keal Estate Summary Sheet

Information herein deemed reliable but not guaranteed

Parcel:

80-21-29-101-013

Owner's Name:

UNKNOWN

Property Address:

ITOnly School: Neighborhood:

Gov. Unit:

Current Class:

Previous Class:

202,202 Bus Vac 202,202 Bus Vac 80 City of South Lyon 240 240 South Lyon Schools

11/17/2014 9:38 AM

CRL E.C.F. Table CRL

Liber/Page:

Split:

Created: 12/21/2011

Public Impr.:

Active: Active

Topography:

Level

Paved Road, Sidewalk, Water, Sewer, Electric, Gas, Curb

Mailing Address:

Description:

UNKNOWN 335 S WARREN SOUTH LYON MI 48178

T1N, R7E, SEC 29 ASSESSOR'S PLAT NO 1 LOT 32, ALSO 1/2 OF VAC ALLEY ADJ TO SAME EXC BEG AT PT DIST N 89-21-00 E 44.70 FT & S 00-22-00 E 92 FT & S 00-22-00 E 4 FT & S 89-21-00 W 7.57 FT FROM NW COR LOT 19, TH S 00-37-00 E 21 FT, TH S 89-21-00 W 38.11 FT, TH N 00-07-00 E 21 FT, TH ALG CEN LINE OF ALLEY N 89-21-00 E 38.11 FT TO BEG, ALSO EXC BEG AT PT DIST S 4 FT FROM SE COR OF LOT 17 OF SD 'PLAT', TH S 21 FT, TH W 23.40 FT, TH N 21 FT, TH E 23.40 FT TO BEG, ALSO EXC BEG AT PT DIST S 96 FT & S 89-22-00 W 23.43 FT FROM INTR OF W LINE OF WELLS ST & S LINE OF LAKE ST, TH S 89-22-00 W 21 FT, TH N 90-38-00 W 7.38 FT, TH N 90-02-00 E 21 FT, TH S 89-58-00 E 7.57 FT TO BEG, ALSO EXC BEG AT PT DIST S 17 FT FROM NE COR OF LOT 32, TH W 118.30 FT, TH S 15 FT, TH E 118.30 FT, TH N 15 FT TO BEG 12-20

-11 FR 009

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

Physical Property Characteristics

2015 S.E.V.: 2014 S.E.V.; 3,800 3,800 2015 Taxable: 2014 Taxable: 3,800

3,800

Acreage:

Lot Dimensions:

0.02 0.0

Zoning: PRE:

BV 0.000 Land Value:

Land Impr. Value:

7,606 0

Frontage: **Average Depth:**

0.0

Improvement Data

None

Image

No Image Found





CVT: City of South Lyon PIN: (80) 21-29-101-013 Status: Active Parcel Type: Land Add Date: 12/21/2011 2:42:04 PM Delete Date: Parcel PDF: 大 Last Activity: 7/10/2012 11:20:54 AM

Audit '	Туре:	All	

	7				Records per Page:	10
Audit Type	Previous Value	Current Value	Update Date	Updated By	Comments	
Address Info.	The City of South Lyon 335 S Warren South Lyon MI 48178	✓ Unknown 335 S Warren South Lyon MI 48178	7/10/2012 \ 11:20:54 AM	Julie Zemke		
Address Info.	₩ Unknown 335 S Warren South Lyon MI 48178	The City of South Lyon 335 S Warren South Lyon MI 48178	7/3/2012 11:23:36 AM	Julie Zemke		
Status	Add Pending	Active	12/21/2011 2:42:04 PM	Laurie Phillips		11///
ax Description		T1N, R7E, SEC 29 ASSESSOR'S PLAT NO 1 LOT 32, ALSO 1/2 OF VAC ALLEY ADJ TO SAME EXC BEG AT PT DIST N 89-21-00 E 44.70 FT & S 00-22-00 E 92 FT & S 00-22-00 E 92 FT & S 00-22-00 E 04.70 FT FROM NW COR LOT 19, TH S 00-37-00 E 21 FT, TH S 99-21-00 W 38.11 FT, TH N 00-07-00 E 21 FT, TH N 00-07-00 E 21 FT, TH N 06-07-00 E 21 FT, TH N 00-07-00 E 21 FT, TH N 00-07-00 E 21 FT, TH N 21-00 E 38.11 FT TO BEG, ALSO EXC BEG AT PT DIST S 4 FT FROM SE COR OF LOT 17 OF SD 'PLAT', TH N 23.40 FT, TH W 23.40 FT, TH W 23.40 FT, TH W 23.40 FT, TH S 39-22-00 W 23.43 FT FROM INTR OF W LINE OF LAKE ST, TH S 89-22-00 W 21 FT, TH N 90-38-00 W 21.FT, TH S 89-58-00 E 7.57 FT TO BEG, ALSO EXC BEG AT PT DIST S 17 FT FROM NE COR OF LOT 32, TH W 118.30 FT, TH S 15	12/21/2011	Brenda Firestine		
ddress Info.		▼ Unknown 335 S Warren South Lyon MI 48178	11:14:05 AM	Brenda Firestine		
tatus		Add Pending	12/21/2011	Brenda		

Search by PIN or Property Address

Help

2129101013

or navigate to and click on the property of interest

ADDRESS NOT LISTED

CITY OF SOUTH LYON PIN: 21-29-101-013

Available Reports:

Property profile of a specific parcel Commercial Property Profile

Delinquent Tax Report

Delinquent tax obligations

Map Atlas

Plat map & property dimensions

Current Tax Report

Current property tax information

Also Available at this Location:

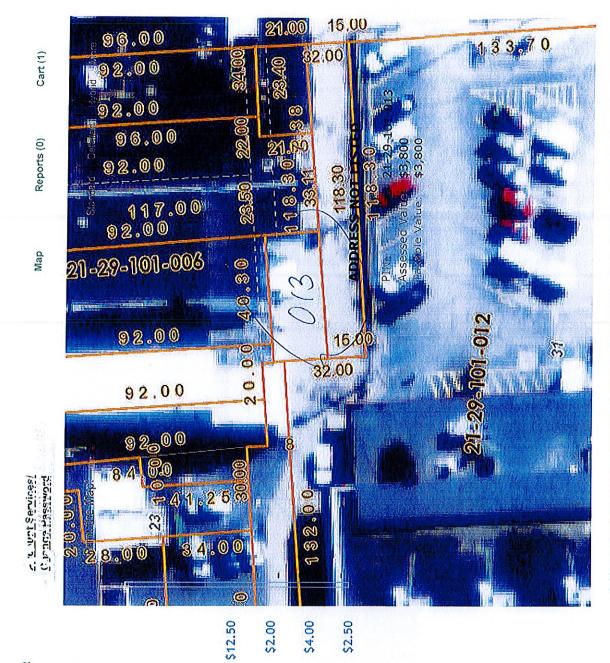
Display Property Photo

Display FEMA - DFIRM Map

Display Property Sketch

DFIRM Disclaimer

DFIRM Overview

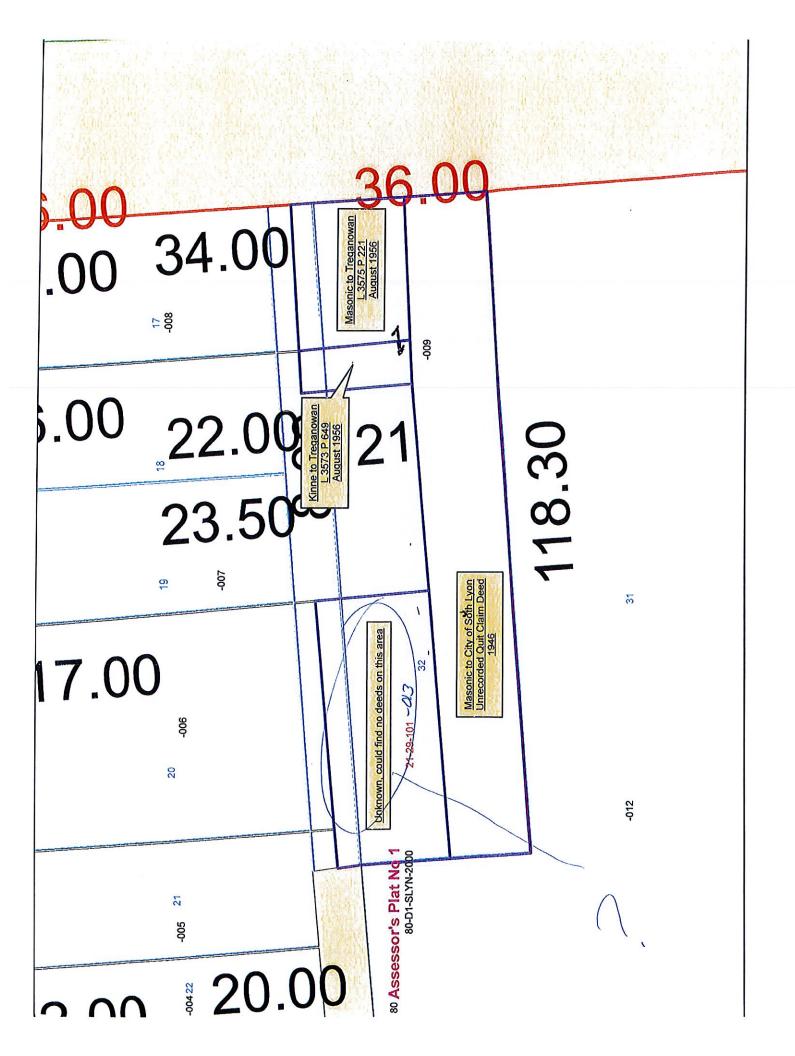


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11/17/2014

Contact Us

Help



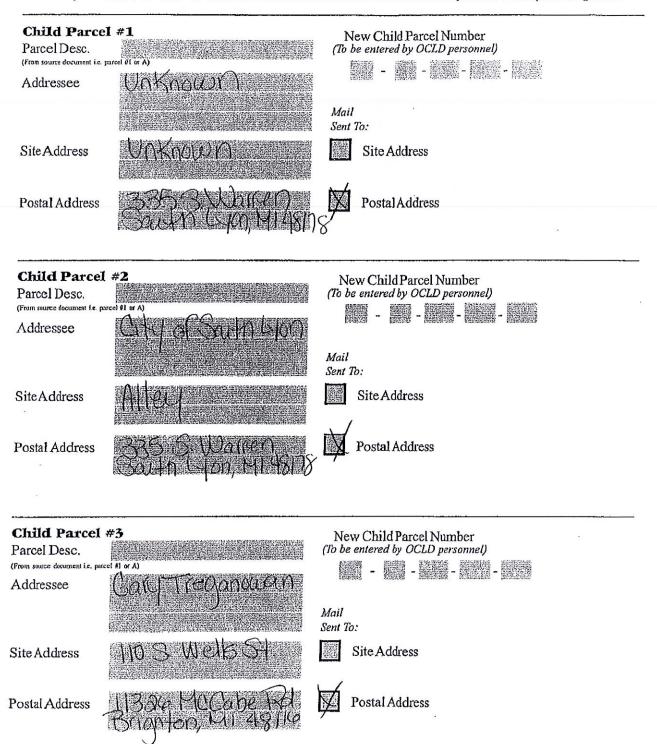


110 Wells



NEW CHILD PARCEL INFORMATION FORM

Please fill out the Addressee, Site address and/or Postal address and indicated where mail is too sent for each new child parcel being created,



New Business: Item

MEETING DATE: January 14, 2016

PERSON PLACING ITEM ON AGENDA: Councilman Joe Ryzyi

AGENDA TOPIC: Review of City Attorney invoices

EXPLANATION OF TOPIC: Councilman Ryzyi has asked for a review of the

November City Attorney invoice.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

POSSIBLE COURSES OF ACTION:

RECOMMENDATION:

SUGGESTED MOTION:

New Business: Item

MEETING DATE: January 14, 2016

PERSON PLACING ITEM ON AGENDA: Lynne Ladner, City Manager

AGENDA TOPIC: Accept donations for the City's annual holiday party

EXPLANATION OF TOPIC: The City received several donations to support the annual Holiday Appreciation gathering. We are very appreciative of their support and assistance with the thanking the many dedicated volunteers that work with the city each year. Donations were received from:

Community Image Builders - \$200.00 Johnson Rosati - \$500.00 Hubbel Roth & Clark - \$400.00 Michigan Seamless Tube - \$500.00 Safebuilt - \$200.00 Plante & Moran - \$100

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Accept the donations

RECOMMENDATION: Thank the many organizations that supported the Holiday gathering and accept the donations.

SUGGESTED MOTION: Moved by, ______ seconded by,_____ to accept with thanks the donations to support the Holiday Appreciation gathering from:

Community Image Builders - \$200.00 Johnson Rosati - \$500.00 Hubbel Roth & Clark - \$400.00 Michigan Seamless Tube - \$500.00 Safebuilt - \$200.00 Plante & Moran - \$100

New Business: Item #

MEETING DATE: January 11, 2016
PERSON PLACING ITEM ON AGENDA: Police Chief
AGENDA TOPIC: Donation Acceptance
EXPLANATION OF TOPIC: South Lyon residents Ken and Barb Turner sent a check for \$100.00 to the Police Department, and a check for \$100.00 to the Fire Department. The donations need acceptance from Council.
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of cards from Mr. and Mrs. Turner; letter of appreciation from Chief Collins.
POSSIBLE COURSES OF ACTION: Accept/Do Not Accept donation.
RECOMMENDATION: Accept Donation
SUGGESTED MOTION: Motion by, supported by to accept the \$200.00 donation from Mr. and Mrs. Turner, and to thank them for their generosity.



South Lyon Police Department

219 Whipple South Lyon, Michigan 48178 Ph: (248)437-1773 / Fax: (248)437-0459

> Lloyd T. Collins Chief of Police

Mr. and Mrs. Ken Turner

December 30, 2015

Dear Mr. and Mrs. Turner,

I would like to take this opportunity to express our gratitude for your recent donation of \$100.00 to the South Lyon Police Department and \$100.00 to the South Lyon Fire Department. Your donation will be acknowledged and presented for official acceptance at an upcoming City Council meeting.

On behalf of the entire staff of both the South Lyon Police Department and South Lyon Fire Department, thank you very much for your contribution and for your continued support.

Sincerely,

Lloyd T. Collins Chief of Police

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