

NOW, THEREFORE, BE IT RESOLVED, that the South Lyon City Council hereby changes and moves the location of City of South Lyon Voting and Election Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School located at 350 School Street, South Lyon, Michigan; and

BE IT FURTHER RESOLVED, that the City Clerk shall immediately notify the registered electors in Precincts #2 and #3 of the polling location change and take any other steps required by law to effectuate the change.

At a regular meeting of the City of South Lyon City Council, a motion was made by Council Member _____, supported by Council Member _____, to adopt the above resolution.

Ayes:

Nays:

Absent:

RESOLUTION DECLARED [ADOPTED/FAILED] on this ____ day of _____, 2016.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on _____, ____, 2016.

Lisa Deaton
City Clerk
South Lyon

AGENDA NOTE

MEETING DATE: August 22, 2016

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: Consider approval of Resolution Establishing Policies and Guidelines for Granting Poverty Exemption from Payment of Property Taxes and Poverty Exemption Application

EXPLANATION OF TOPIC: The City Attorney is recommending approval of a resolution establishing policies and guidelines for granting a poverty exemption from payment of property taxes and the poverty exemption application form.

As you will recall, several issues regarding the application and review procedures for residents seeking a poverty exemption from real estate taxes came to light during the December 2015 Board of Review. The attached policies, guidelines and application form will revise and clarify the poverty exemption application and review procedures.

The policies, guidelines and application were prepared by Stephanie Simon Morita of JRSJ, and the materials follow state law, primarily MCL 211.7u of Public Act 206 of 1893 and Public Act 390 of 1994, which was amended by Public Act 135 of 2012 effective May 16, 2012, which amended the provisions relating to poverty exemptions from property taxes. The policies, guidelines and application are also based on State of Michigan Tax Commission forms and information and input from Oakland County Equalization which serves as the City's assessor.

The following list highlights the significant concepts in the proposed poverty exemption policies, guidelines, and application form:

- The City's policies and guidelines for poverty exemptions from property taxes are consistent with state law, specifically MCL 211.7u.
- The City is adopting the federal poverty income guidelines which are contained on page 2 of the Resolution.
- Consistent with MCL 211.7u(b), an Application for a Property Exemption must be accompanied by "federal and state income taxes, tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year."
- The materials clarify that an application must be filed and accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year with the exception that applicants or other household members who were not required to file a tax return may file Form 4988 – Poverty Exemption Affidavit.
- The Resolution includes an asset test wherein an applicant is not eligible for the exemption if the combined value of all household assets owned by all members of the household exceeds two times the federal poverty income guidelines amount for the effective household size. To illustrate, a family of four having assets with a combined value of more than \$48,518 (two times \$24,259 which is the annual allowable income for a household of four people at the residing at the principle residence) would not be eligible for a poverty exemption. Assets include: real estate other than the principle residence, personal

property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, trust assets, etc.

- The application requires an applicant to state whether the applicant or members of the household are beneficiaries of a trust, along with information regarding a variety of other types assets.
- The Resolution provides additional guidelines for the granting of a partial poverty exemption from property taxes. The Council must set this percentage factor for the partial exemption. JRSJ recommends that the threshold percentage for eligibility for a partial exemption be set at 95% of the total allowable value of household assets permitted to qualify for a poverty exemption. This means that if the combined value of the assets of all household members exceeds 95% of the annual allowable income for the effective household size the applicant will not be eligible for the partial exemption.
- The partial poverty exemption is clarified and set by formula which is 3.5% of gross household income after the calculation of the State of Michigan Homestead Property Tax Credit is applied.
- The application clarifies that "any willful misstatements or misrepresentations made on this form may constitute perjury, which under the law, is a felony punishable by fine or imprisonment."

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Resolution Establishing Policies and Guidelines for Granting Poverty Exemption from Payment of Property Taxes
- Poverty Exemption Application
- MCL 211.7u
- Form 4988

POSSIBLE COURSES OF ACTION: Approve/No Action/Postpone

RECOMMENDATION: Approve the Resolution establishing policies and guidelines for granting poverty exemption from payment of property taxes and the poverty exemption application.

SUGGESTED MOTION: Motion to approve the Resolution as presented establishing policies and guidelines for granting poverty exemption from payment of property taxes, with the partial exemption percentage factor being 95% of the allowable household asset value under the City's policy and approve the poverty exemption application form for the City of South Lyon.

POVERTY EXEMPTION APPLICATION

I, _____, Petitioner, being the owner and residing at the property that is listed below as my principal residence, apply for property tax relief under MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893. The principal residence of persons who, in the judgment of the city assessor and board of review, by reason of poverty are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation per MCL 211.7u(1).

In order to be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PERSONAL INFORMATION: Petitioner must list all required personal information.

Property Address of Principal Residence:	Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age and Name of Spouse:
Number of Legal Dependents:	Age of Dependents:	
Applied for Homestead Property Tax Credit (yes or no):	Amount of Homestead Property Tax Credit:	

REAL ESTATE INFORMATION: List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number:	Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at This Residence:
Property Description:		

ADDITIONAL REAL PROPERTY INFORMATION: List information related to any other property you, or any household member owns. Real property held in trust for the benefit any household member should also be disclosed.

Do you own, or are buying, other property (yes or no)? If yes, complete the information below.		Amount of Income Earned from Other Property:	
Property Address	Name of Owner(s)	Assessed Value	Amount & Date of Last Taxes Paid
		\$	
		\$	

EMPLOYMENT INFORMATION: List the current employment information for yourself and your spouse (attach more sheets if necessary). If a student or unemployed state so.

Household member name:	Annual income:	
Name of Employer:	Name of Contact Person:	
Address of Employer:	Employer Phone Number:	
Household member name:	Annual income:	
Name of Employer:	Name of Contact Person:	
Address of Employer:	Employer Phone Number:	

List all other household income sources (attach more sheets if necessary), including but not limited to: salaries, Social Security, rents, pensions, IRA's (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, trust distributions or any other source of income.

Source of Income	Monthly or Annual Income (indicate which)

CHECKING, SAVINGS, TRUST AND INVESTMENT INFORMATION: List any and all assets owned by each of the household members, or held in trust for the benefit of any household member (attach more sheets if necessary), including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

LIFE INSURANCE: List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payment	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

MOTOR VEHICLE INFORMATION: All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

LIST ALL PERSONS LIVING IN HOUSEHOLD: All persons residing in the residence must be listed.

First & Last Name	Age	Relationship to Applicant	Place of Employment	Amount of Monetary Contribution to Family Income

PERSONAL DEBT: All personal debt for all household members must be listed.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

MONTHLY EXPENSE INFORMATION: The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating:	Electric:	Water:
Phone:	Cable:	Food:
Clothing:	Health Insurance:	Garbage:
Daycare:	Car Expense (gas, repair, etc):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):

Notice: Any willful misstatements or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

Notice: Per MCL 211.7u(2b), a copy of all household members federal income tax returns, state income tax returns (MI-1040) and Homestead Property Tax Credit claims (MI-1040CR 1, 2, 3 or 4) must be attached as proof of income. If the applicant or the other household members have not filed tax returns, a Form 4988 – Poverty Exemption Affidavit must be completed. Documentation for all income sources including, but not limited to, credits, claims, Social Security income, child support, alimony income, and all other income sources must be provided at time of application.

Petitioners: *Do not sign this application until witnessed by a Notary Public.*

STATE OF MICHIGAN

COUNTY OF _____

I, the undersigned Petitioner, hereby declare that the foregoing information is complete and true and that neither I, nor any household member residing within the principal residency, have money, income or property other than mentioned herein.

Petitioner Signature

Date

Subscribed and sworn this _____ day of _____, 2011

Notary Signature: _____ Printed Name: _____

My Commission Expires: _____

This application shall be filed after January 1, but before the day prior to the last day of March, July or December Board of Review to the address below.

Board of Review
c/o Assessor
335 S. Warren Street
South Lyon, MI 48178

DECISIONS OF THE MARCH BOARD OF REVIEW MAY BE APPEALED IN WRITING TO THE MICHIGAN TAX TRIBUNAL BY JULY 31 OF THE CURRENT YEAR. JULY OR DECEMBER BOARD OF REVIEW DENIALS MAY BE APPEALED TO MICHIGAN TAX TRIBUNAL WITHIN 30 DAYS OF THE DENIAL. A COPY OF THE BOARD OF REVIEW DECISION MUST BE INCLUDED WITH THE FILING.

Michigan Tax Tribunal
PO Box 30232
Lansing, MI 48909
Phone: 517-373-3003
Fax: 517-373-1633
E-mail: taxtrib@michigan.gov

**CITY OF SOUTH LYON RESOLUTION
ESTABLISHING POLICIES AND GUIDELINES FOR GRANTING
POVERTY EXEMPTION FROM PAYMENT OF PROPERTY TAXES**

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of South Lyon, Oakland County, adopts the following guidelines for the Board of Review to implement. The guidelines shall be applied to the information provided in a sworn to Poverty Exemption Application (the form for which is attached to this resolution and is hereby adopted by the City Council), which application includes, but is not limited to, the disclosure of the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested, and have no ownership interest (including being the beneficiary of a trust which owns real estate) in any other real estate.
- 2) File an Application with the Board of Review by returning it to the City Assessor's office, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year. If the applicant or the other household members have not filed tax returns, a Form 4988 - Poverty Exemption Affidavit must be completed. Disabled applicants may call the Assessor's office to make arrangements for assistance with filing the application.
- 3) File an Application reporting that the combined assets of all persons in the household do not exceed two times the federal poverty income guidelines amount for the effective household size. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, trust assets for which any member of the household is a beneficiary, etc.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services. If either the applicant and/or the applicant's spouse (who must also reside in the residence) is age 65 or older as of January 1 of the year for which the poverty exemption is requested, the effective household size will be increased by one (1) to allow for more qualifying income.
- 7) The application for an exemption shall be filed after January 1, and at least one day prior to the last day of the Board of Review. The filing of the application constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
- 8) Applicants need not appear before the Board of Review, but are encouraged to do so to be available to provide further information or clarification to the Board of Review. Applicants who do not initially appear may be required to appear at the Board of Review to respond to questions. Applicants should understand that the failure to appear at the Board of Review, if requested by the Board of Review, may result in the denial of the Application. If the applicant is disabled, alternate

procedures may be allowed pursuant to the City's obligation in the application of the Americans with Disabilities Act.

- 9) The Board of Review shall in no instance require an applicant to have less household income than the applicable poverty income level for the household size.
- 10) Full and partial exemptions may be awarded by the Board of Review. A partial property tax exemption of 3.5% of gross household income AFTER the calculation of the State of Michigan Homestead Property Tax Credit will be granted if total household assets are 95% or more of the total allowable household assets permitted to qualify for a poverty exemption.

The following are the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

Federal Poverty Guidelines for 2016 Assessments

<u>Number of Persons Residing in the Principal Residence</u>	<u>Poverty Guidelines Annual allowable income</u>
1 person	\$ 11,770
2 persons	\$ 15,930
3 persons	\$ 20,090
4 persons	\$ 24,259
5 persons	\$ 28,410
6 persons	\$ 32,570
7 persons	\$ 36,730
8 persons	\$ 40,890
Each additional person, add	\$ 4,160

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policy and federal poverty guidelines (as annually updated) in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

BE IT FURTHER RESOLVED that this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

The foregoing resolution was offered by City Council Member _____ and supported by City Council Member _____.

Upon roll call vote, the following voted:

"Aye": _____

"Nay": _____

The City Clerk declared the resolution _____.

Lisa Deaton, Clerk

Date

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THE GENERAL PROPERTY TAX ACT (EXCERPT)
Act 206 of 1893

211.7u Principal residence of persons in poverty; exemption from taxation; applicability of section to property of corporation; eligibility for exemption; application; policy and guidelines to be used by local assessing unit; duties of board of review; appeal of property assessment; "principal residence" defined.

Sec. 7u. (1) The principal residence of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this act. This section does not apply to the property of a corporation.

(2) To be eligible for exemption under this section, a person shall do all of the following on an annual basis:

(a) Be an owner of and occupy as a principal residence the property for which an exemption is requested.

(b) File a claim with the supervisor or board of review on a form provided by the local assessing unit, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year. If a person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year, an affidavit in a form prescribed by the state tax commission may be accepted in place of the federal or state income tax return. The filing of a claim under this subsection constitutes an appearance before the board of review for the purpose of preserving the claimant's right to appeal the decision of the board of review regarding the claim.

(c) Produce a valid driver's license or other form of identification if requested by the supervisor or board of review.

(d) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the supervisor or board of review.

(e) Meet the federal poverty guidelines updated annually in the federal register by the United States department of health and human services under authority of section 673 of subtitle B of title VI of the omnibus budget reconciliation act of 1981, Public Law 97-35, 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal guidelines.

(3) The application for an exemption under this section shall be filed after January 1 but before the day prior to the last day of the board of review.

(4) The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines the local assessing unit uses for the granting of exemptions under this section. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and total household income and assets.

(5) The board of review shall follow the policy and guidelines of the local assessing unit in granting or denying an exemption under this section unless the board of review determines there are substantial and compelling reasons why there should be a deviation from the policy and guidelines and the substantial and compelling reasons are communicated in writing to the claimant.

(6) A person who files a claim under this section is not prohibited from also appealing the assessment on the property for which that claim is made before the board of review in the same year.

(7) As used in this section, "principal residence" means principal residence or qualified agricultural property as those terms are defined in section 7dd.

History: Add. 1980, Act 142, Imd. Eff. June 2, 1980;—Am. 1993, Act 313, Eff. Mar. 15, 1994;—Am. 1994, Act 390, Imd. Eff. Dec. 29, 1994;—Am. 2002, Act 620, Imd. Eff. Dec. 23, 2002;—Am. 2003, Act 140, Eff. Jan. 1, 2004;—Am. 2012, Act 135, Imd. Eff. May 16, 2012..

Popular name: Act 206

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1993; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

AGENDA NOTE

New Business: Item #

MEETING DATE: August 22, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Lake Street Cruise-in 2016 – Additional Road Closure Trial

EXPLANATION OF TOPIC: Ms. Deborah Cook, on behalf of the Lake Street Cruise-in Committee, has requested an additional road closure, (on a trial basis), for the two remaining 2016 event dates – August 24 & September 28, 2016. The additional closure is requested to ameliorate traffic congestion issues and to provide additional space for the event. The additional closure includes: N. Wells St. immediately south of the north entrance of the Wells St. Parking Lot to S. Wells St. immediately north of the alley that extends from S. Wells St. to Lafayette St.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Event Application, (amendment), written explanation, maps

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the additional road closure.

RECOMMENDATION: Approve the additional road closure on a trial basis.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the closure of N. Wells St. immediately south of the north entrance to the Wells St. Parking Lot to S. Wells St. immediately north of the alley that extends from S. Wells St. to Lafayette St. from 6:00 p.m. to 9:30 p.m. on August 24, 2016; and from 5:30 p.m. to 9:30 p.m. on September 28, 2016.

08/22/16



SOUTH LYON POLICE DEPARTMENT

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

PARADE / DEMONSTRATION APPLICATION

(AMENDED) *etc*

8.24.19.28

Date Application Submitted: 8-8-16

Requested Date of Event: 2016

Applicant / Contact's Name: DEBORAH COOK

PH #: 248-437-6353
586-506-2598

Applicant Address: 25701 MCCORDY LN. S. LYON

Business / Organizations Name (If Applicable): LAKE STREET CRUISE - IN

Bus. Ph#: SAME

Bus. Address: SAME

~~OFFICER~~

~~President/CEO~~ (Responsible for Event): DEBBIE COOK

Direct Ph#: SAME

EVENT

5th

Parade START Time: 6:00/8:30 a.m. (p.m.)

EVENT

Parade END Time: 9:30 a.m. (p.m.)

Approximate Number of PERSONS: _____ Organization Names: _____

Approximate Number of VEHICLES: 200 Types of Vehicles: VINTAGE, CLASSIC, HOT
ROD CARS AND MOTORCYCLES.

Approximate Number of ANIMALS: _____ SPECIFIC Animals: _____

Amount of space to be maintained between and /all units in Parade: _____

Route to be traveled (Include Street Names and Turning Directions): STATIONARY CAR
SHOW ON LAKE AND WELLS STREETS. (SEE ATTACHED
FOR DETAILS). D.J. TO PROVIDE MUSIC. PORTA JOHN
AND RECEPTACLES PROVIDED. CHURCH PARKING LOT
AND GREEN SPACE USED FOR OVERFLOW PARKING.

Deborah Cook
Applicant's SIGNATURE

Deborah Cook
Responsible Party's SIGNATURE

APPROVED [] DENIED []

Lloyd T. Collins, Chief of Police

The purpose of this amendment to the existing approved Parade/Demonstration Application for the 2016 Lake Street Cruise-In, is to create a new footprint for the Car Show that will address traffic flow and enhance pedestrian safety.

- A. No entry to Lake Street, from Northbound or Southbound Pontiac Trail (Lafayette Street) during the hours of the Car Show. Car Show vehicles will be directed to enter the display area from the North end of Wells Street only, utilizing the Church parking lot as a staging area. We may direct vehicles to Reese Street only if necessary to avoid any traffic flow issues.
- B. North Wells Street will be closed at 6:00pm (5:30pm in September) from Lake Street to just south of the North entrance to the public parking lot. Access to residences and to and from the public parking lot will remain open throughout the hours of the Car Show. However, the South entrance to the public parking lot will be closed, but the parking lot layout allows circulation through the lot to continue. North Wells Street will be closed to all thru traffic with the placement of two barricades at Detroit Street. Signage will be placed to note that access to the public parking lot is available. Please refer to map.
- C. South Wells Street will be closed from Lake Street, South to just north of the alley along the North property line of the Post Office. Total access will be maintained for the one residence and the Post Office. Barricades will be placed at the Liberty Street and South Wells Street intersection and in South Wells Street, just north of the alley. Please refer to map.

Volunteers will be given specific instructions and the Car Show committee and the general event committee members will be at the; Pontiac Trail, Lakes Street, Wells Street, Liberty Street, and Reese Street barricade closure points to assist participants, spectators, and residents.

BARRICADES

Detroit St

N
W
S
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S
I
S

P Lot

Entrance

P Lot

Entrance

Church

Church Lot

E Lake St

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W
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Vacant Lot

Post Office

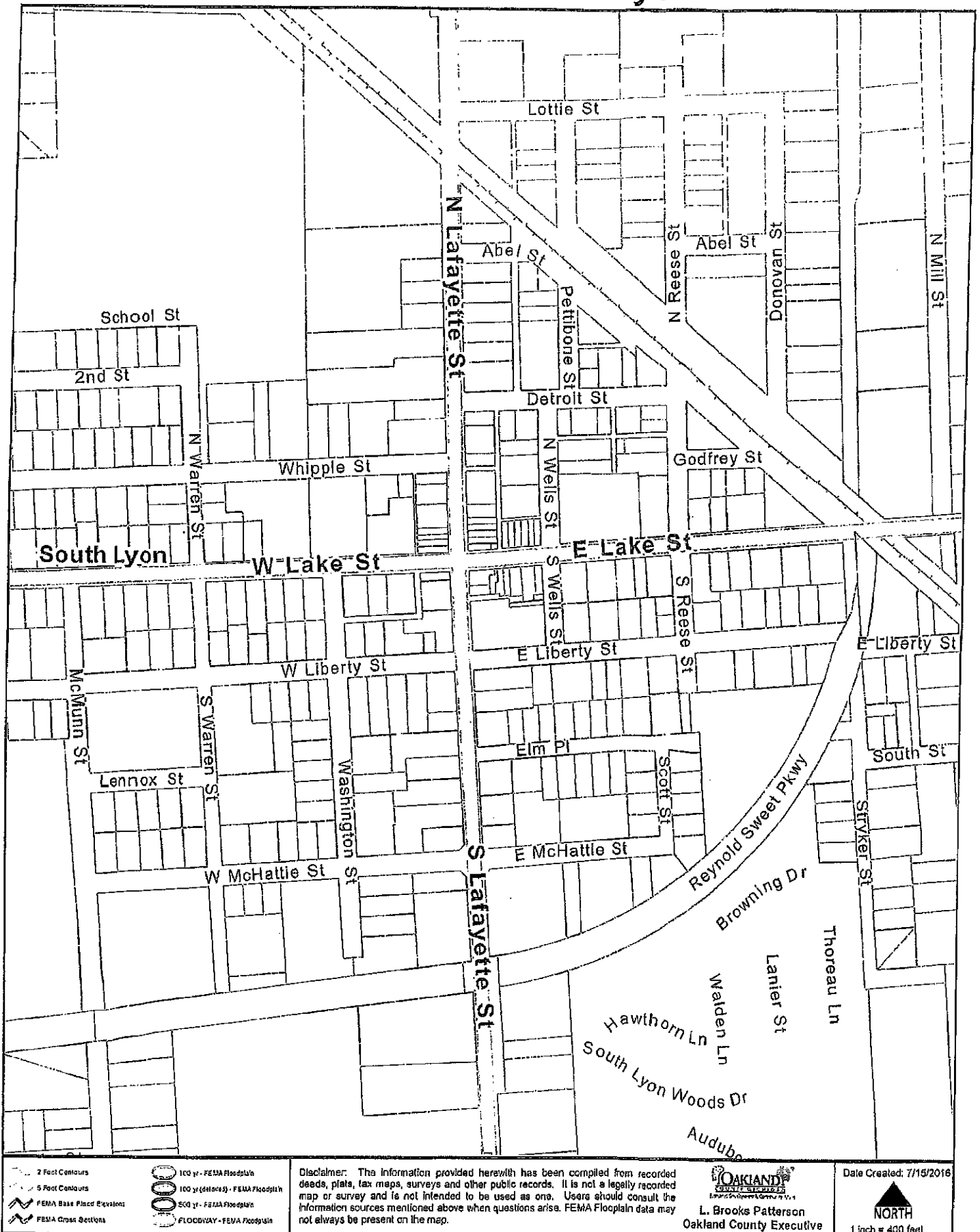
E Liberty St

Go

S Reese St

LAFFETTE

Downtown South Lyon



2 Foot Contours
5 Foot Contours
FEMA Base Flood Elevations
FEMA Cross Sections
100 yr - FEMA Floodplain
500 yr - FEMA Floodplain
FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

OAKLAND COUNTY
L. Brooks Patterson
Oakland County Executive

Date Created: 7/15/2016
NORTH
1 inch = 400 feet

Lake Street Cruise-In Car Show – August 25 & September 22
Recommendation of Support by the DDA for Street Closure Amendment

At the August 11, 2016 DDA Board Meeting, the Board reviewed all of the materials presented to the City of South Lyon Police Chief by the Lake Street Cruise-In Committee seeking approval of an amendment to the existing Street Closure Approval for the 2016 Season. The amendment notes the addition of 2 areas: **1)** Approximately one half the length of the N. Wells Street block between Lake and Detroit Streets (leaving open access to the Wells Street Parking Lot), and **2)** Approximately one half of the length of the S. Wells Street block, between Lake and Liberty Streets (stopping just north of the alley along the north property line of the U.S. Post Office, leaving the alley open). A map is attached (same as that submitted to the Police Chief). A brief description of the purpose of the amendment was also submitted by the Car Show Committee along with the request to the Police Chief (see attached). This improved Car Show layout provides a safer environment by eliminating all pedestrian and moving traffic interaction at the Lake & Wells Street intersection. DPW was contacted and will provide additional barricades and cones. Bob Donohue attended and volunteered for the entire July 21 Car Show, observed the need for the amended street closures, attended follow-up Car Show Committee meetings, recommended approval by the Police Chief and recommended support by the DDA for their recommendation to City Council.

The DDA Board (on August 11, 2016) recommended City Council approval of the request as follows:

Motion by Dereck Mashburn, second by Marilyn Smith, "to support and recommend approval of the Lake Street Cruise-In Car Show Street Closure Amendment by City Council at the August 22 City Council Meeting, for implementation at the August 25 and September 22 Car Shows." The motion passed unanimously.

The purpose of this amendment to the existing approved Parade/Demonstration Application for the 2016 Lake Street Cruise-In, is to create a new footprint for the Car Show that will address traffic flow and enhance pedestrian safety.

- A. No entry to Lake Street, from Northbound or Southbound Pontiac Trail (Lafayette Street) during the hours of the Car Show. Car Show vehicles will be directed to enter the display area from the North end of Wells Street only, utilizing the Church parking lot as a staging area. We may direct vehicles to Reese Street only if necessary to avoid any traffic flow issues.
- B. North Wells Street will be closed at 6:00pm (5:30pm in September) from Lake Street to just south of the North entrance to the public parking lot. Access to residences and to and from the public parking lot will remain open throughout the hours of the Car Show. However, the South entrance to the public parking lot will be closed, but the parking lot layout allows circulation through the lot to continue. North Wells Street will be closed to all thru traffic with the placement of two barricades at Detroit Street. Signage will be placed to note that access to the public parking lot is available. Please refer to map.
- C. South Wells Street will be closed from Lake Street, South to just north of the alley along the North property line of the Post Office. Total access will be maintained for the one residence and the Post Office. Barricades will be placed at the Liberty Street and South Wells Street intersection and in South Wells Street, just north of the alley. Please refer to map.

Volunteers will be given specific instructions and the Car Show committee and the general event committee members will be at the; Pontiac Trail, Lakes Street, Wells Street, Liberty Street, and Reese Street barricade closure points to assist participants, spectators, and residents.

Detroit St

SWISS

ELake St

GO

Reese St

E Liberty St

PLOT
Entrance

P-LOT
Entrance

Старост

CHURCH
LOT

Vacant
Lot

ALLIED

Post Office

A

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CAFAYETTE

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

August 15, 2016

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

Invoice # 1067678

In Reference To: General Labor Matters

Professional Services Rendered Through July 31, 2016

		<u>Hrs/Rate</u>	<u>Amount</u>
7/6/2016	PAA Receipt/review correspondence from Interim City Manager regarding union proposal; Correspondence to City Manager	0.30 160.00/hr	48.00
7/13/2016	PAA Receipt/review correspondence from Interim City Manager regarding POLC proposal	0.10 160.00/hr	16.00
7/15/2016	PAA Review of PERA regarding POLC demand; Correspondence to Chief	0.20 160.00/hr	32.00
7/18/2016	PAA Receipt/review of POLC demand for counter and draft same; Correspondence to Interim City Manager	2.40 160.00/hr	384.00
7/19/2016	PAA Receipt/review of and exchange proposals with POLC through Chief	0.90 160.00/hr	144.00
	PAA Receipt/review correspondence from and correspondence to Chief regarding POLC response	0.20 160.00/hr	32.00
7/20/2016	PAA Receipt/review of and respond to latest POLC proposal	0.40 160.00/hr	64.00

Johnson, Rosati, Schultz & Joppich, P.C.

	<u>Hrs/Rate</u>	<u>Amount</u>
7/22/2016 PAA Receipt/review correspondence from and correspondence to T. Funke regarding Collective Bargaining Agreement for the POAM	0.30 160.00/hr	48.00
7/25/2016 PAA Preparation for POLC Mediation	0.80 160.00/hr	128.00
7/26/2016 PAA Appearance at Mediation for POLC	4.40 160.00/hr	704.00
7/29/2016 PAA Receipt/review correspondence from Lt. Sovik regarding Article 23; Review record	0.40 160.00/hr	64.00
For professional services rendered	10.40	\$1,664.00
Previous balance		\$5,312.00
7/21/2016 Payment - thank you. Check No. 60605		(\$5,312.00)
Balance due		<u>\$1,664.00</u>

Please include your Invoice Number on your payment. All payments should be mailed to the Farmington Hills' office listed above. Thank you.

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

August 15, 2016

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

Invoice # 1067679

In Reference To: Michigan Tax Tribunal Matters

Professional Services Rendered Through July 31, 2016

	<u>Amount</u>
Previous balance	\$377.00
7/21/2016 Payment - thank you. Check No. 69605	<u>(\$377.00)</u>
Balance due	<u>\$0.00</u>

Johnson, Rosati, Schultz & Joppich, P.C.

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

August 15, 2016

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

Invoice # 1067680

In Reference To: City Attorney Retainer Work

Professional Services Rendered Through July 31, 2016

	<u>Hours</u>	<u>Amount</u>
<u>Arcadis</u>		
7/6/2016 TSW Correspondence to Acting City Manager and Clerk regarding ASTI proposal for environmental consulting services	0.20	
SUBTOTAL:	[0.20]
<u>City Council</u>		
7/7/2016 TSW Receipt/review of Council Packet	0.10	
7/8/2016 TSW Review of Council Packet	0.40	
7/11/2016 TSW Review of gas franchise ordinance materials and City Manager succession resolution and attorney-client letter in preparation for Council meeting	1.00	
TSW Attend Council meeting	4.20	
7/13/2016 TSW Telephone conference with Mayor regarding Council meeting	0.20	No Charge

Johnson, Rosati, Schultz & Joppich, P.C.

		<u>Hours</u>	<u>Amount</u>
7/22/2016	TSW Receipt/review of Council packet	0.30	
7/25/2016	TSW Review Council packet and correspondence to Clerk regarding revisions for minutes	0.70	
	TSW Attend Council meeting	3.00	
	SUBTOTAL:	[9.90]
	<u>District Court Prosecutions</u>		
7/1/2016	DWG Receipt/review of incident report	0.20	
	DWG Receipt/review of supplemental report	0.20	
	DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
	DWG Receipt/review of email from C. Regentik regarding witness statement from	0.20	
	DWG Receipt/review of updated 7/5/16 arraignment docket	0.10	
	DWG Receipt/review of Judge Bondy's updated 7/5/16 docket	0.10	
	DWG Receipt/review of Judge Reeds' updated 7/5/16 docket	0.10	
	DWG Receipt/review of Judge Reeds' 7/8/16 docket	0.10	
7/5/2016	DWG Prosecute morning docket of Pretrial Conferences	1.50	
	DWG Prosecute afternoon docket of Pre-Formal Hearing and Review Hearing	0.60	
	DWG Receipt/review of Notice to Appear	0.10	
	DWG Receipt/review of Notice to Appear	0.10	
	DWG Receipt/review of Notice to Appear	0.10	

	<u>Hours</u>	<u>Amount</u>
7/5/2016 DWG Receipt/review of Judgment of Sentence	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	
DWG Receipt/review of Motion and Summons Regarding Probation Violation	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Notice to Appear	0.10	
7/6/2016 DWG Receipt/review of Judge Bondy's 7/6/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/6/16 docket	0.10	
DWG Telephone conference with Defendant's Attorney D. Burgess regarding adjournment of 7/12/16 Pretrial Conference	0.20	
DWG Receipt/review of email from Defendant's Attorney D. Burgess with proposed Stipulation and Order to adjourn 7/12/16 Pretrial Conference; Preparation of email correspondence in response to same	0.20	
DWG Receipt/review of 7/12/16 arraignment docket	0.10	
DWG Receipt/review of Judge Bondy's 7/12/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/13/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/13/16 docket	0.10	
7/7/2016 DWG Review of warrant request	0.30	

	<u>Hours</u>	<u>Amount</u>
7/7/2016 DWG Review of warrant request	0.30	
DWG Review of incident report; Correspondence to Det. J. Tomanek regarding insufficient evidence	0.40	
7/8/2016 DWG Receipt/review of Judge Batchik's 7/14/16 docket	0.10	
DWG Receipt/review of Judge Bondy's 7/14/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/14/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/14/16 docket	0.10	
DWG Telephone conference with Defendant's Attorney R. Mullen regarding 7/12/16 Pretrial Conference	0.20	
DWG Receipt/review of Judge Bondy's updated 7/12/16 docket	0.10	
DWG Receipt/review of Judge Law's updated 7/12/16 docket	0.10	
DWG Receipt/review of Judge Reeds' updated 7/12/16 docket	0.10	
7/11/2016 DWG Receipt/review of Judge Bondy's 7/11/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/11/16 docket	0.10	
DWG Telephone conference with Defendant's Attorney R. Mullen regarding 7/12/16 Pretrial Conference	0.20	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Judgment of Sentence	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Sentencing Order	0.10	

	<u>Hours</u>	<u>Amount</u>
7/11/2016 DWG Telephone conference with Defendant regarding adjournment of 7/12/16 Pretrial Conference	0.30	
DWG Receipt/review of Judge Bondy's 7/18/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/18/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/18/16 docket	0.10	
7/12/2016 DWG Prosecute morning docket of Pretrial Conferences	3.40	
DWG Correspondence to 52-1 District Court regarding scheduling conflict and preparation of plea sheet for 7/14/16 Pretrial Conference	0.20	
DWG Telephone conference with Det. J. Tomanek regarding report from related incident	0.20	
DWG Receipt/review of email from Det. J. Tomanek with related incident report; Review same	0.20	
DWG Telephone conference with Det. J. Tomanek regarding alleged domestic assault	0.20	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Sentencing Order	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	

	<u>Hours</u>	<u>Amount</u>
7/12/2016 DWG Preparation for 7/14/16 Bench Trial	0.50	
7/13/2016 DWG Receipt/review of 7/19/16 arraignment docket	0.10	
DWG Receipt/review of Judge Bondy's 7/19/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/19/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/19/16 docket	0.10	
DWG Preparation of email to 52-1 District Court regarding plea form for 7/14/16 Pretrial Conference; Receipt/review email correspondence from regarding same	0.20	
DWG Receipt/review of Judge Bondy's 7/20/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/20/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/20/16 docket	0.10	
7/14/2016 DWG Prosecute afternoon docket of Bench Trial	2.30	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Notice to Appear	0.10	

	<u>Hours</u>	<u>Amount</u>
7/14/2016 DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
7/15/2016 DWG Receipt/review of Judge Batchik's 7/21/16 docket	0.10	
DWG Receipt/review of Judge Bondy's 7/21/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/21/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/21/16 docket	0.10	
DWG Receipt/review of Defendant's Motion for Modification of Probation	0.20	
DWG Review of Notice to Appear	0.10	
DWG Review of Notice to Appear	0.10	
DWG Review of Motion and/or Order to Show Cause	0.10	
DWG Review of Motion and Summons Regarding Probation Violation	0.10	
DWG Review of Order of Acquittal/Dismissal	0.10	
DWG Review of Judgment of Sentence	0.10	
DWG Review of Sentencing Order	0.10	
DWG Telephone conference with Defendant's Attorney D. Bramlage requesting adjournment of 7/26/16 Pre-Formal Hearing Conference	0.20	
DWG Receipt/review of 7/19/16 arraignment docket	0.10	
DWG Receipt/review of Judge Bondy's updated 7/19/16 docket	0.10	
DWG Receipt/review of Judge Law's updated 7/19/16 docket	0.10	

	<u>Hours</u>	<u>Amount</u>
7/15/2016 DWG Receipt/review of Judge Reeds' updated 7/19/16 docket	0.10	
DWG Receipt/review of Judge Bondy's updated 7/18/16 docket	0.10	
DWG Receipt/review of Judge Law's updated 7/18/16 docket	0.10	
DWG Receipt/review of Judge Reeds' updated 7/18/16 docket	0.10	
7/18/2016 DWG Receipt/review of Judge Bondy's 7/22/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/22/16 docket	0.10	
DWG Receipt/review of email from Defendant's Attorney R. Lippitt requesting adjournment of 7/19/16 Arraignment/Pretial Conference; Telephone conference with Attorney Lippitt regarding same	0.20	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
DWG Receipt/review of correspondence from Defendant's Attorney B. Debolski with Motion for Modification of Probation	0.10	
7/19/2016 DWG Prosecute morning docket of Pretial Conferences and Bench Trial	1.70	
DWG Receipt/review of Judge Bondy's 7/20/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/20/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/20/16 docket	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Acquittal/Dismissal	0.10	

	<u>Hours</u>	<u>Amount</u>
7/19/2016 DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Judgment of Sentence	0.10	
DWG Receipt/review of Notice to Appear	0.10	
7/20/2016 DWG Receipt/review of Judge Bondy's 7/26/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/26/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/26/16 docket	0.10	
DWG Receipt/review Request for Discovery	0.20	
7/21/2016 DWG Receipt/review of Judge Bondy's 7/27/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/27/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/27/16 docket	0.10	
DWG Preparation of complaint and warrant	0.50	
DWG Receipt/review of email from Defendant's Attorney M. Friedrichs requesting consent to transfer Defendant's probation to Livingston County drug court; Preparation of email correspondence to Attorney Friedrichs in response to same	0.20	
DWG Receipt/review of Judge Bondy's updated 7/26/16 docket	0.10	
DWG Receipt/review of Judge Law's updated 7/26/16 docket	0.10	
DWG Receipt/review of Judge Reeds' updated 7/26/16 docket	0.10	
DWG Receipt/review of Judge Batchik's 7/28/16 docket	0.10	

	<u>Hours</u>	<u>Amount</u>
7/21/2016 DWG Receipt/review of Judge Bondy's 7/28/16 docket	0.10	
DWG Receipt/review of Judge Law's 7/28/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 7/28/16 docket	0.10	
7/22/2016 DWG Preparation of email to D. Smith regarding status of permits; Receipt/review email correspondence from D. Smith regarding same	0.20	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
DWG Receipt/review of Judgment of Sentence	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
7/25/2016 DWG Receipt/review of email from Defendant's Attorney D. Bramlage confirming adjournment of 7/26/16 Pretrial Conference	0.20	
DWG Receipt/review Motion and/or Order to Show Cause	0.10	
DWG Receipt/review Motion and Summons Regarding Probation Violation	0.10	
DWG Receipt/review Motion and /or Order to Show Cause	0.10	
DWG Receipt/review Motion and Summons Regarding Probation Violation	0.10	

	<u>Hours</u>	<u>Amount</u>
7/25/2016 DWG Receipt/review of Judgment of Sentence	0.10	
DWG Receipt/review of Judgment of Sentence	0.10	
DWG Receipt/review of Order of Acquittal/Dismissal	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
DWG Receipt/review of 7/26/16 arraignment docket	0.10	
DWG Receipt/review of Judge Bondy's updated 7/26/16 docket	0.10	
DWG Receipt/review of Judge Law's updated 7/26/16 docket	0.10	
DWG Receipt/review of Judge Reeds' updated 7/26/16 docket	0.10	
DWG Receipt/review of 8/1/16 arraignment docket	0.10	
DWG Receipt/review of Judge Bondy's 8/1/16 docket	0.10	
DWG Receipt/review of Judge Law's 8/1/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 8/1/16 docket	0.10	
7/26/2016 DWG Prosecute morning docket of Pretrial Conference	1.10	
DWG Receipt/review of Notice to Appear	0.10	
7/27/2016 DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Sentencing Order	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	
DWG Receipt/review of Motion and Summons Regarding Probation Violation	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	

	<u>Hours</u>	<u>Amount</u>
7/27/2016 DWG Receipt/review of Motion and Summons Regarding Probation Violation	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	
DWG Receipt/review of Motion and Summons Regarding Probation Violation	0.10	
DWG Receipt/review of 8/2/16 arraignment docket	0.10	
DWG Receipt/review of Judge Bondy's 8/2/16 docket	0.10	
DWG Receipt/review of Judge Law's 8/2/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 8/2/16 docket	0.10	
7/28/2016 DWG Receipt/review of Judge Bondy's 8/3/16 docket	0.10	
DWG Receipt/review of Judge Law's 8/3/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 8/3/16 docket	0.10	
DWG Receipt/review of Notice to Appear	0.10	
DWG Receipt/review of Motion and/or Order to Show Cause	0.10	
DWG Receipt/review of Motion and Summons Regarding Probation Violation	0.10	
DWG Receipt/review of Judge Batchik's 8/4/16 docket	0.10	
DWG Receipt/review of Judge Law's 8/4/16 docket	0.10	
DWG Receipt/review of Judge Reeds' 8/4/16 docket	0.10	
7/29/2016 DWG Receipt/review of updated 8/2/16 arraignment docket	0.10	
DWG Receipt/review of Judge Bondy's updated 8/2/16 docket	0.10	

	<u>Hours</u>	<u>Amount</u>
7/29/2016 DWG Receipt/review of Judge Law's updated 8/2/16 docket	0.10	
DWG Receipt/review of Judge Reeds' updated 8/2/16 docket	0.10	
DWG Receipt/review of Motion and Order for Discharge from Probation	0.10	
DWG Receipt/review updated 8/2/16 arraignment docket	0.10	
DWG Receipt/review Judge Bondy's updated 8/2/16 docket	0.10	
DWG Receipt/review Judge Law's updated 8/2/16 docket	0.10	
DWG Receipt/review Judge Reeds' updated 8/2/16 docket	0.10	
SUBTOTAL:	[33.00]
<u>Elections</u>		
7/6/2016 TSW Attend Election Commission meeting	0.30	
7/26/2016 TSW Attend public accuracy test	0.60	
SUBTOTAL:	[0.90]
<u>Fibertech</u>		
7/13/2016 GLD Receipt/review correspondence from Attorney Ashton regarding proposed license	0.20	
7/28/2016 GLD Work on license agreement for non-telecom facilities	1.50	
7/29/2016 GLD Finish work on draft license agreement; Correspondence to Attorneys Ashton and Ernst regarding same	2.40	
SUBTOTAL:	[4.10]

		<u>Hours</u>	<u>Amount</u>
<u>General City Attorney Work</u>			
7/1/2016	TSW Begin preparation of resolution regarding acting City Manager line of succession	0.50	
	TSW Review of proposed police chief contract	0.40	
	TSW Preparation of acting City Manager contract for police chief	0.70	
7/5/2016	TSW Correspondence to and from City Clerk regarding Council meeting minutes	0.20	
	TSW Receipt/review of multiple correspondence from Mayor regarding Council meeting rules and procedures	0.20	
	TSW Correspondence to and from City Clerk regarding LV Holding annexation by mutual consent	0.20	
	TSW Receipt/review correspondence from Fire Chief regarding fire service consolidation	0.20	
	TSW Correspondence to Acting City Manager regarding Second Chance Network solicitation program	0.30	
7/6/2016	TSW Attend multiple meetings with Mayor and Police Chief, Council Member Kivell, City Clerk and Bookkeeper	6.50	
	TSW Receipt/review of Police Chief Contract agenda item	0.10	
	TSW Continued research regarding City Manager's absence and related legal issues	1.30	
	TSW Research regarding City Manager job description	0.30	
	TSW Meeting with Bookkeeper regarding budget for planning director position	0.20	No Charge
	TSW Correspondence to R. Anderson at ASTI regarding draft closure report for site	0.10	

		<u>Hours</u>	<u>Amount</u>
7/7/2016	TSW Multiple Telephone conferences with Acting City Manager and Clerk regarding Agenda items	0.50	
	TSW Continued preparation of resolution regarding line of succession for Acting City Manager in the event the City Manager is unable to perform the duties of the office and Agenda Note	1.00	
	TSW Continued research regarding Family Medical Leave Act, Health Insurance Portability and Accountability Act, ADA and legal issues surrounding employee leave	1.50	
	TSW Correspondence to Mayor and Council regarding City Manager absence and related legal issues	1.70	
	TSW Telephone conference with City health insurance provider regarding short-term disability insurance coverage and benefits	0.10	
	TSW Multiple Correspondence to and from Acting City Manager and City Clerk regarding agenda items and other documents for signature	0.90	
	TSW Multiple Correspondence to and from City Bookkeeper regarding Family Medical Leave Act notices	0.20	
7/8/2016	TSW Telephone conference with Council Member Rzyzi regarding ball field dedication	0.10	No Charge
	TSW Telephone conference with Acting City Manager regarding Police Chief Contract agenda note	0.20	
	TSW Correspondence to Council regarding Police Chief Contract	0.20	
	TSW Correspondence to and from City Clerk regarding May legal invoice	0.10	
	TSW Continued research regarding Family Medical Leave Act notice and preparation Family Medical Leave Act notice for City Manager	0.70	

		<u>Hours</u>	<u>Amount</u>
7/10/2016	TSW Research regarding City Manager job description and Family Medical Leave Act issues	0.60	
7/11/2016	DAK Attend Closed Session	2.20	
	TSW Telephone conference with Council Member Kramer regarding Council Agenda	0.10	No Charge
	TSW Review of meeting minutes and correspondence to City Clerk regarding corrections to minutes	0.40	
	TSW Correspondence to Council Member Ryzyi regarding ball field dedication	0.10	No Charge
	TSW Receipt/review correspondence from City regarding City Manager short term disability status	0.10	
	TSW Telephone conference with Planning Consultant regarding Planning Commission and Planning Director position	0.20	
	TSW Review of Pelican street sweeper governmental lease documents and research regarding same	0.30	
	TSW Preparation of redacted JRSJ May 2016 legal services invoice	0.30	No Charge
	SSM Poverty Exemption Guidelines; review guidelines; research regarding requirements for revision and contents; memo regarding same	1.20	
7/12/2016	TSW Telephone conference with City Clerk regarding LV Holding annexation by mutual resolution	0.10	
	TSW Continued preparation of redacted JRSJ legal invoice for May 2016 and correspondence to Acting City Manager regarding same	0.20	No Charge
	TSW Preparation of Family Medical Leave Act notices for City Manager leave and correspondence to City Manager regarding same	1.50	

		<u>Hours</u>	<u>Amount</u>
7/12/2016	TSW Research regarding Family Medical Leave Act calculations, city leave policies and practices, disability insurance and contracts	0.40	
	TSW Telephone conference with City Bookkeeper regarding leave, disability and other human resources information	0.40	
	TSW Correspondence to Acting City Manager and DPW Director regarding sidewalk cost sharing program	0.10	
	TSW Correspondence to and from City Clerk regarding advalorem real property tax poverty exemption policy and application	0.20	
7/13/2016	TSW Attend meeting with City Manager regarding Family Medical Leave Act notices	0.80	
	TSW Telephone conference with DPW Director regarding sidewalk program and street sweeper financing	0.20	No Charge
	TSW Telephone conference with Council Member Dedakis regarding Pumpkinfest issues	0.10	No Charge
	TSW Legal research regarding electronic communication during meetings	0.20	
	TSW Continued legal research regarding municipal government lease and purchase agreements	1.00	
7/14/2016	TSW Correspondence to and from Clerk regarding LV Holding annexation documents	0.20	
	TSW Continued legal research regarding municipal lease financing and 1933 PA 99	0.40	
7/15/2016	TSW Research regarding and review of Pelican Street Sweeper municipal installment lease and correspondence to and from DPW Director regarding same	0.30	
7/19/2016	TSW Telephone conference with and receipt/review correspondence from Police Chief contract	0.10	

		<u>Hours</u>	<u>Amount</u>
7/19/2016	TSW Preparation of Police Chief Contract	0.70	
	TSW Receipt/review correspondence from City bookkeeper regarding City Manager leave documentation	0.10	
7/21/2016	TSW Revise and edit Police Chief Employment Agreement and prepare agenda note	2.20	
	TSW Telephone conference with Council Member Kivell regarding miscellaneous issues	0.20	No Charge
	TSW Preparation of redacted JRSJ June 2016 invoice and correspondence to interim City Manager	0.30	No Charge
	TSW Legal research regarding MCL 408.480 payment of wages and fringe benefits	0.30	
	TSW Attend meeting with Police Chief regarding draft employment agreement	1.00	
	TSW Investigation regarding disability insurance policies	0.50	
	TSW Attend meeting with Fire Chief regarding consolidation issues	0.50	
	TSW Correspondence to Acting City Manager and Clerk regarding council packet materials	0.10	
	TSW Attend meeting with DPW Director regarding status of requests for utility dedication and street sweeper financing	0.30	
	TSW Correspondence to and from R Langan regarding LV Holding annexation by mutual consent	0.20	
7/22/2016	TSW Legal Research regarding cemetery maintenance and perpetual care (Howes Mausoleum)	1.50	
	TSW Correspondence to R Langan regarding documents for annexation	0.30	

		<u>Hours</u>	<u>Amount</u>
7/22/2016	TSW Review short term disability insurance policy	0.80	
	TSW Telephone conference with J Crawford regarding status of Glen Meadows road and utility dedication	0.10	
7/25/2016	TSW Review of City Manager's Family Medical Leave Act documentation and research	0.90	
	TSW Receipt/review correspondence from Acting City Manager regarding Duncan Disposal consent and waiver form	0.30	
	TSW Review solid waste hauler contract between City and Duncan Disposal and gather minutes of past contract approvals	0.70	
	TSW Research regarding "for cause" termination definition and application	1.00	
	TSW Continued review of short term and long term disability insurance policies	0.50	
	TSW Receipt/review correspondence from R Langan regarding LV Holding annexation by mutual consent	0.10	
7/26/2016	TSW Review and investigation regarding Charleston Park	0.20	
	TSW Conference with City Clerk regarding Charleston Park, Glen Meadows, cell towers	0.40	
	TSW Investigation regarding and meeting with Bookkeeper regarding short term disability and employee leave policies and City Manager absence issues	0.90	
	TSW Review City Personnel Manual and research regarding alternative procedures	0.70	
	TSW Conference with Economic Development Director regarding economic incentives and South Lyon Hotel committee	0.30	

		<u>Hours</u>	<u>Amount</u>
7/26/2016	TSW Correspondence to J Crawford regarding Glen Meadows utility dedication	0.10	
	TSW Correspondence to and from City Engineer regarding sidewalk 50/50 program issues	0.30	
	TSW Correspondence to Acting City Manager regarding poverty exemption forms project	0.10	
	TSW Receipt/review correspondence from Planning Consultant and telephone conference with Acting City Manager regarding lot coverage requirements	0.60	
	TSW Receipt/review correspondence from J Calvin regarding status of Village at Eagle Heights utility dedication	0.10	
	TSW Research regarding MDARD and OCHD	0.20	
7/27/2016	TSW Receipt/review correspondence from Planning Consultant regarding deck permits and related issues	0.20	
	TSW Correspondence to and from City Manager regarding return to work	0.30	
	TSW Correspondence to and from Planning Consultant and Building Official regarding pool permits and lot coverage issue and research regarding same	0.70	
	TSW Telephone conference with and correspondence to and from Acting City Manager regarding lot coverage issue	0.40	
	TSW Telephone conference with and multiple correspondence to and from City Bookkeeper regarding City Manager leave and short term disability insurance coverage	0.90	
	TSW Review package of documents from opposing counsel regarding request to accept dedication of utilities in Village at Eagle Heights and correspondence to opposing counsel regarding same	1.20	

		<u>Hours</u>	<u>Amount</u>
7/27/2016	TSW Telephone conference with Council Member Dedakis regarding Police Chief Contract and miscellaneous issues	0.40	No Charge
	TSW Telephone conference with and receipt/review correspondence from City Engineer regarding Village at Eagle Heights utility dedication	0.20	
	TSW Correspondence to opposing counsel regarding requested revision to bill of sale for Village at Eagle Heights	0.10	
	TSW Research Register of Deeds for Village at Eagle Heights and Glen Meadows	0.70	
	TSW Receipt/review of City Engineer's revised review letter for Thomasville	0.10	
	TSW Telephone conference with opposing counsel regarding Planned Development Agreement	0.10	
	TSW Receipt/review of multiple correspondence from Planning Consultant and Engineer regarding model home at Knolls	0.10	
7/28/2016	TSW Telephone conference with Council Member Kivell regarding Charleston Park and Police Chief Contract and pool permits	0.10	No Charge
	TSW Review Consent Judgment, Master Deed and Bylaws and compare building department sheet	1.00	
7/29/2016	TSW Research Duncan Disposal sale to Rizzo Environmental	0.50	
	TSW Meeting with Economic Development Director regarding Hotel Committee, Master Plan, Main Street Program, DDA, economic incentives	1.00	
	TSW Research regarding federal and state solid waste laws and requirements	0.60	
	TSW Review of Duncan Solid Waste Disposal Agreement and correspondence to Council regarding same and proposed Consent and Waiver of Assignment of Contract	1.10	

		<u>Hours</u>	<u>Amount</u>
7/30/2016	TSW Preparation of Agenda Note for request to accept dedication of utilities at Village at Eagle Heights	0.80	
SUBTOTAL:		[57.10]
<u>Glen Meadows</u>			
7/25/2016	TSW Review Glen Meadows files and documents and correspondence to and from Association regarding road dedication	0.40	
7/27/2016	TSW Correspondence to and from Clerk regarding Glen Meadows common elements and tax parcel numbers	0.20	
SUBTOTAL:		[0.60]
<u>Ordinance Amendment</u>			
7/11/2016	TSW Review of Consumers Energy gas franchise ordinance and checklist and prepare agenda note for second reading of ordinance and agenda note for Council meeting	0.70	
7/12/2016	TSW Multiple telephone conferences with Consumers Energy Legal Department and City regarding publication of approved gas franchise ordinance; correspondence to City Clerk regarding final approved gas franchise ordinance	0.50	
	TSW Research regarding City Charter publication deadline and requirements relating to gas franchise ordinance	0.10	
SUBTOTAL:		[1.30]
<u>Planning Commission</u>			
7/7/2016	TSW Correspondence to and from opposing counsel regarding Planning Commission approval of South Lyon Square Special Land Use	0.30	

		<u>Hours</u>	<u>Amount</u>
7/7/2016	TSW Receipt/review of correspondence from Planning Consultant regarding Planning Commission Agenda and packet	0.10	
7/14/2016	TSW Review of Planning Commission packet	0.30	
	TSW Attend Planning Commission meeting	0.90	
7/28/2016	TSW Attend Planning Commission meeting	2.00	
	SUBTOTAL:	[3.60]
	<u>Poverty Exemptions</u>		
7/11/2016	SSM Review guidelines; Research regarding requirements for revisions and contents; Memo regarding same	1.20	
7/13/2016	TSW Correspondence to and from Clerk regarding poverty exemption policy and application	0.20	
	SSM Review proposed policy; Begin revisions to policy; Telephone conference with L. Deaton; Memo regarding same	2.10	
	SSM Receipt/review of email and form policies from OCED; Analysis regarding same	0.30	
7/25/2016	SSM Research regarding STC forms, applicable statutes and OCED requirements; Preparation of memo to OCED regarding same; memo regarding proposed changes	2.90	
7/27/2016	SSM Begin work on Application	0.70	
7/28/2016	SSM Continue work on Application	0.60	
	SSM Begin work on resolution	0.60	
7/29/2016	SSM Continue work on resolution and work on guidelines	2.60	
	SUBTOTAL:	[11.20]

		<u>Hours</u>	<u>Amount</u>
<u>Thomasville Site Condo</u>			
7/8/2016	EKS Receipt/review revised Master Deed	1.20	
7/11/2016	EKS Draft Review Report regarding revised Master Deed	0.60	
	TSW Receipt/review correspondence from opposing counsel regarding Thomasville Planned Development Agreement	0.10	
7/12/2016	TSW Begin preparation of Planned Development Agreement, correspondence to opposing counsel regarding Police Department agreement status	1.50	
7/13/2016	TSW Telephone conference with opposing counsel regarding status of Thomasville Planned Development Agreement	0.10	
	TSW Continued preparation of Thomasville Planned Development Agreement	1.70	
7/14/2016	TSW Continued preparation of Planned Development Agreement	4.50	
7/15/2016	TSW Continued preparation of Planned Development Agreement	3.00	No Charge
7/18/2016	TSW Research for and continued preparation of Planned Development Agreement	4.10	
7/19/2016	TSW Review of Thomasville approvals, background documents and site plan for Planned Development Agreement	0.80	
	TSW Continued preparation of Planned Development Agreement	0.40	
7/28/2016	TSW Telephone conference with opposing counsel regarding Thomasville status	0.10	No Charge
7/29/2016	TSW Correspondence to and from Thomasville engineer regarding emergency easement	0.10	

		<u>Hours</u>	<u>Amount</u>
7/30/2016	TSW Preparation of ordinance amending zoning map and rezoning Thomasville parcel	0.70	
SUBTOTAL:		[18.90]
<u>Village at Eagle Heights</u>			
7/8/2016	TSW Telephone conference with opposing counsel regarding procedure for dedication of private utility systems	0.10	
	TSW Telephone conference with opposing counsel regarding procedure for dedication of private utility systems	0.10	
	TSW Correspondence to Acting City Manager regarding Village at Eagle Heights private utility systems	0.10	
SUBTOTAL:		[0.30]
<u>Zoning Board of Appeals</u>			
7/18/2016	TSW Receipt/review of Zoning Board of Appeals packet and emails regarding quorum for meeting	0.20	
7/21/2016	TSW Attend Zoning Board of Appeals meeting	0.90	
SUBTOTAL:		[1.10]
For professional services rendered		142.20	\$16,641.00

Additional charges:

	<u>Qty/Price</u>	<u>Amount</u>
<u>City Council</u>		
7/11/2016 Photocopies - Agenda Note	130 0.20	26.00
SUBTOTAL:	[26.00]
<u>General City Attorney Work.</u>		
7/27/2016 Oakland County Circuit Court - copy of entered Consent Judgment in the Charleston Park Condo case	1 24.00	24.00
Photocopies - Consent Judgment regarding Charleston Park	25 0.20	5.00
SUBTOTAL:	[29.00]
Total costs		\$55.00
Total amount of this bill		\$16,696.00
Previous balance		\$15,885.20
7/21/2016 Payment - thank you. Check No. 69605		(\$15,885.20)
Balance due		\$16,696.00

Please include your Invoice Number on your payment. All payments should be mailed to the Farmington Hills' office listed above. Thank you.

Monthly flat fee of \$9,000.00 for first 80 hours of work. Anything over 80 hours to be billed at the hourly rate of \$135.00

Johnson, Rosati, Schultz & Joppich, P.C.

DOWNTOWN/ECONOMIC DEVELOPMENT REPORT (8/17)

A. Downtown:

- 1. DDA Board Meeting held on 8/11**
- 2. Hotel:**
 - a. 8/9 meeting with Hotel Owners re: Review all potential financial incentives and programs available**
 - b. 8/10 & 8/12 meetings with MEDC Staff re: Commercial Revitalization Program (CRP) Grant & Loan eligibility**
 - c. 8/15 Pre- Construction Meeting with Hotel Owners & their representatives and all related City Staff & Consultants to discuss basic architectural & engineering requirements, code requirements and time frames for partial demolition, stabilization, pre-construction and construction.**
 - d. 8/30 meeting set with MEDC & Hotel Owners re: CRP Grant details & timing**
 - 1) City will be required to identify the hotel as a "Catalyst Project for Downtown South Lyon's redevelopment and historic identity for the future."**
 - 2) Hotel Owners use of a qualified and experienced historic preservation architect is an important consideration for the CRP Grant**
- 3. Commercial Tax Abatement Policy, Guidelines & Criteria now being developed. Will work with City Attorney. Can play a major role in the Hotel project.**
- 4. Façade Grant Program Incentives now being developed. Can play a role in the Hotel project.**
- 5. Updated and maintain an Inventory of all Lease Space Available, Infill Opportunities and Redevelopment Sites**
- 6. 7/27 meeting with Traffic Improvement Association (TIA) & Police Chief to request a report for analysis and action plan to eliminate all large truck/semi truck turns at the Lafayette & Lake Street Intersection. Report due back from TIA in 30 – 45 days (on or before September 8, 2016) with recommendation for alternate turns location**
- 7. Working with Lake Street Cruise-In Car Show to improve logistics, safety and overall layout**
- 8. Preparing a Draft Business Retention & Recruitment Strategy**
- 9. Preparing an application to enter the new Main Street Oakland County "Affiliate Level." DDA took action on 8/11 to support and recommend approval by City Council ASAP.**
- 10. Attended the Oakland County Communities Economic Development Gathering on 8/10**
- 11. Met with Oakland County Small Business Development Center Staff to discuss Market Analysis and Business Leakage Reports (a free service of the County) for Restaurant & Retail.**
- 12. Unveiled the "Welcome to Downtown South Lyon- Retail Opportunity" window signs to be placed in lease space next to Real Estate signs**
- 13. Now working on Façade Improvements with owners of 4 separate historic buildings**
- 14. Now in contact and assisting a Kitchen, Art Supply and Small Boutique Restaurant**

Downtown & Economic Development Report

Page 2.

- 15. Now working with a developer for new development of a major site on S. Lafayette that will follow the City's proposed new master Plan**
- 16. Now preparing a 10 minute "Good Things In Downtown" power point presentation for presentation to the DDA * & City Council in September**
- 17. Attended and was a speaker at the Michigan Downtown Association Workshop in Grand Haven on August 19, entitled: "It's Easy To Be Green: Best Practices for Environmental Sustainability"**

B. Outside of the Downtown:

- 1. Working with Michigan Seamless Tube on potential expansion plans**
- 2. Updated and maintain Inventory of Lease Space, Vacant Property and Potential Redevelopment Sites**
- 3. Attended Chamber of Commerce Breakfast on 8/5**
- 4. Now developing City and DDA Recognition of Businesses Certificates for business investment, major improvements, milestones and other achievements**
- 5. Continuing to promote an Outstanding Overall Business Friendly Environment for all existing and new prospective businesses in the City. Developing a simple promotions & marketing strategy for same.**

**South Lyon Historical Commission Meeting
Wednesday, August 3, 2016
Minutes**

Members Present: Larry Ledbetter, Linda Ross, Bob Tremitiere, Jim Race, Roger Heiple, Gary Wickersham, Phil Weipert

Members Absent: None

Others Present: Carl Richards, Councilman Glenn Kivell

President Larry Ledbetter called the meeting to order at 7:30PM. A quorum was declared.

July Minutes: Linda motioned to accept the July minutes. Gary seconded and the motion passed.

Depot Day (Sept 10): Larry needs phone numbers for Kirk Lucas and Blaine Smith. All other exhibitors have been contacted and are on board except Onjay who has been contacted but has not yet responded. We plan to honor Ed Brown for all of his service to the community and to the Historical Society. Larry asked what kind of plaque we should give to him and Roger suggested that we should keep it similar to others that we've awarded in the past. We also plan to honor Eleanor Donley posthumously. Linda will check with Eleanor's daughter on the correct spelling of her first name. Jim asked if the Oakland County Historical Society might have anything to contribute to Depot Day. Roger responded that his prior experience with them has not been very positive.

Heritage Day: Larry reported that he attended the latest meeting with Gary Wickersham. Several options are being considered, but they have agreed to drop the rummage sale because it is too much work for the result. One suggestion was to combine it with Depot Day. This fostered considerable discussion among the commission members, mostly negative. Larry emphasized that this was only one of several proposals being considered. Roger said that the town in Florida where he spends the winter has a "collectors day" where people come out to display their collections.

School Porch: Bob reported that we have 3 proposals. #1 is from McCarter Construction for \$1725 to \$1825. #2 is from Steve Baggett for \$1000. #3 is from Mark Crouch for \$600 for labor only. We would be responsible for supplying all materials delivered to the site, as well as removal of debris if we went with Mark. We agreed that the Baggett proposal made the most sense. Bob moved to accept his proposal. Phil seconded and the motion passed.

Chapel Roof: Larry called Steve Gustafson to get a quote. Bob has spoken to Chuck Harmon on several occasions, but Chuck has yet to look at the roof. Bob will contact Joe Crane to see if he would be interested. We already have a quote from McCarter for \$4000 but Bob thinks that this is high for such a small simple roof.

Lawn sprinklers: Bob reported that the sprinklers have been repaired and the \$1000 bill has been paid.

Barn: Bob showed a gambrel roofed pole barn from Chelsea Lumber that could be erected for \$16,820. A concrete floor and utilities would be extra. Jim thought that the size (24x32) might be too large. Besides the cost, the other issue is location. Some felt that the best place would be across the parking lot near the water works, but it is not clear if we have enough space there. Glenn Kivell mentioned that there is room across the street from the museum that might be used. Phil suggested that we should ask Bob Martin for advice on locating it. Linda spoke to a person from Traverse City who would help us find a historic barn if we wanted to pursue that. Carl Richards said that we could gather material from other historic buildings and have it erected by Amish or Mennonites.

Budget: Bob reported that our budget for 2016-17 is the same as it was in 2015-16.

Carl Richards mentioned a few items of interest:

-He will paint the red trash barrels. He will also paint the metal posts by the parking lot entrances, but needs

some satin black paint for that.

-We have had a problem with groundhogs for quite awhile. Larry has been trapping them. Carl got a phone number from a member of the Oakland County animal control and suggested that Larry call them. Carl has also seen a decorative item that supposedly makes noise and scares off groundhogs and suggested that we look into that. Larry asked Carl if he could get more information on the item.

Business concluded, Bob moved to adjourn. Roger seconded and the motion passed. The time was not recorded.

Minutes recorded by Bob Tremitiere, Secretary
Submitted by Larry Ledbetter, president



CITY OF SOUTH LYON FIRE PROTECTION PROPOSAL



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street • South Lyon, MI 48178

P: 248-437-2616 • F: 248-437-3025

www.southlyonfire.com

August 12, 2016

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

Re: Fire Protection Proposal

Dear Mayor John Galeas Jr. and City Council Members:

This packet contains information about the current state of the South Lyon Fire Department (SLFD) and possible fire protection models for the City of South Lyon. SLFD is composed of an outstanding group of dedicated and highly-trained professionals. The dilemma facing SLFD is not with the quality of our firefighters but with the quantity of those firefighters.

This packet represents well over 100 hours of collaborative work with Chief Ken Van Sparrentak of the Lyon Township Fire Department. I greatly appreciate Chief Van Sparrentak's openness to this idea and his willingness to engage in very positive, good-faith negotiations.

Chief Van Sparrentak and I are planning to attend the August 22 City Council meeting. At this meeting, I am not looking for adoption of a consolidation agreement. I am simply looking for City Council's preference for the provision of fire protection to the City of South Lyon, and if further time and effort should be spent on this consolidation proposal.

I am happy to answer any questions in person, via phone, or via email. Thank you for your time with this matter.

Sincerely,

Mike Kennedy - Fire Chief
firechief@southlyonmi.org
(810) 333-8114 cell
(248) 437-2616 office

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

Submitted by:

Mike Kennedy – August 12, 2016

For the purposes of this document, the City of South Lyon is referenced as “South Lyon,” and the Charter Township of Lyon is referenced as “Lyon Township.”

CURRENT OPERATIONAL MODEL

The South Lyon Fire Department (SLFD) operates with part-time, on-call staff. In addition to the on-call staff, on weekdays from 7:00 AM to 4:00 PM and Saturdays from 8:00 AM to 8:00 PM, two on-call firefighters are assigned to a shift at the fire station. These shift firefighters respond to emergencies, conduct hydrant and business inspections, perform apparatus maintenance, complete training, and teach fire safety to groups as requested. Outside of these staffed hours, response to emergencies is completely done with on-call staff.

PERSONNEL

As of August 12, 2016, the South Lyon Fire Department is comprised of the below staff.

- 7 fire officers
- 13 firefighters (completed Firefighter I&II)
- 2 trainees (includes high-school cadets)

Recruitment

Recruitment and retention are major issues facing SLFD, along with most on-call fire departments in the United States. In May 2016, 3,399 direct mail recruitment fliers were sent to residents in South Lyon advertising that SLFD is accepting applications. Not a single application was received as a result of this recruitment drive. Additionally, SLFD regularly advertises hiring on the city’s electronic signage board on Lafayette Street, SLFD website, and SLFD Facebook page. SLFD is restricted to the applicant pool within South Lyon, for outside of the city limits, applicants are closer to the Green Oak Township Fire Department, Station 83 or Lyon Township Fire Department, Station 2. (A large number of Lyon Township, Station 2 firefighters reside in South Lyon, further reducing our pool of potential applications).

It costs SLFD \$15,000 and 18-months to train a new employee to the level of EMT and Firefighter I&II. In accordance with FLSA provisions, SLFD pays all tuition and course costs. Additionally, trainees are paid \$8.67 / hour to attend all classes. With the economy improving, fewer residents are looking for part-time work or are considering a second job. The educational equivalent of this training is continually carrying 6-credit hours at a community college for 18-months. Many applicants, who do apply, decide not to pursue the opportunity due to the time commitment.

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

Of submitted applications, approximately one-quarter are eventually offered employment due to traffic or criminal history issues or self-withdrawing upon learning about the time commitment involved.

Retention

Since January 2011, SLFD has lost 44 on-call firefighters.

- 35% - unable to make training and / or response requirements – voluntarily resigned
- 14% - moved out of area
- 14% - failed EMT or on-the-job training program
- 12% - hired by a career fire department
- 9% - retired (resigned with more than 10 years of service)
- 7% - resigned
- 7% - terminated (criminal or policy SLFD policy violations)
- 5% - resigned due to medical issues (unable to perform job functions)

SLFD's hourly rate and compensation schedule are comparable to surrounding departments, and there is not a precedence of on-call staff leaving to go to other surrounding fire department due to pay disparities. The primary reasons that an employee is unable to meet training or response requirement is the addition of children or increased responsibilities at their primary employer.

SCALABILITY

The main dilemma facing SLFD is scalability. SLFD employees are able to staff scheduled shifts and are reliably staffing one apparatus for incidents. Additionally, in an effort to also ensure response, the fire chief and deputy chief are currently attempting to provide 24/7 command coverage between the two of them. However, this is increasingly becoming unfeasible for two people to manage.

For reported / confirmed structure fires and other major emergencies, SLFD is only averaging 4-6 firefighters. SLFD is routinely lacking the ability to have enough staff to quickly scale up and front load an adequate response for major emergencies. This lack of scalability is posing risk to South Lyon of not responding with adequate staff to properly handle emergencies and maintain a safety factor for responding firefighters.

SLFD has had several all-staff meetings where response inadequacies have been discussed with input solicited from the employees as to potential solutions. Little actionable information has been derived from these meetings. The fire officers have bi-monthly meetings and improving responses has also been a constant discussion. Solutions of increasing response requirements only would make it so fewer employees can make the requirement, thus resulting in a higher employee loss rate.

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

FIRE PROTECTION MODELS

There are several available models for South Lyon's fire protection.

- Keep Current On-call System
- Combination Staff
- Public Safety
- Consolidation

KEEP CURRENT ON-CALL SYSTEM

We can continue with our current system of shift coverage and on-call response. This structure is working for routine emergencies such as medical emergencies, fire alarms, power lines down, and vehicle fires. This structure is not providing for an adequate response for major emergencies such as structure fires. South Lyon will increasingly be drawing upon mutual aid departments for response to incidents that SLFD should ideally have a better response to. Mutual aid may shift from assisting to potentially supplying more manpower than SLFD can provide.

The current part-time staff system also makes it difficult to maintain the availability of trained staff to conduct fire inspections during regular business hours.

If we were to maintain the current system, it is recommended to increase the financial incentive for on-call staff to respond and maintain employment.

COMBINATION STAFF

Career firefighters could be hired to supplement the on-call firefighters. However, having career staff on-duty does not address the scalability issue. SLFD is managing the coverage of shifts, which is the gap that career staff would normally fill. (An item to consider with career staffing is that the State of Michigan prohibits municipalities from requiring residency, and the majority of career firefighters in southeast Michigan do not reside in the municipalities in which they work. Thus, off-duty career, firefighters would not allow for a pool of additional staff to readily respond for major emergencies).

If career staff were to be hired, the recommendation would be for three career officers to provide for 24/7 coverage. Additional, on-call staff would still be needed to staff during periods of known shortages during the weekday.

Based on the wages for a South Lyon Police Department sergeant, this cost would be \$138,143 per person (includes family medical, retirement, and overtime). If this were to be multiplied by the three positions the total cost would be \$414,429, which is nearly double the entire FY17 budget for the fire department.

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

PUBLIC SAFETY

Police Chief Lloyd Collins would need to be more heavily engaged in any discussion of a public safety model where police officers would be cross trained as firefighters. Similar to a career firefighter model, adding public safety officers would not address SLFD's scalability or surge capacity. Most major emergencies need employees to function in law enforcement, fire, and EMS roles in parallel to each other. Pulling police officers to perform fire functions would leave police functions unmet. Also, there would still be a need to maintain the current paid on-call system in an effort to supplement the career public safety officers.

- All of the South Lyon police contracts would have to be re-negotiated for this expanded role. Most public safety officers make 20-25% more than standard police officers. Additionally, it is estimated that six additional officers would likely be needed to make this transition, which would cost an additional \$828,858 annually.
- Annual overtime costs for public safety officers would significantly increase in order to maintain training requirements for firefighters.
- Tuition to send a police officer to the fulltime fire academy is approximately \$2,500 per officer, which would not include the officer's straight time and backfill overtime costs.
- SLFD currently operates at a basic life support level, which works well with the volume of EMS incidents that SLFD responds to. It would be unrealistic for cross trained officers to maintain police, fire, and EMT training.

CONSOLIDATION WITH LYON TOWNSHIP

This model would involve a contractual relationship between South Lyon and Lyon Township where Lyon Township would provide fire protection to South Lyon. A consolidated proposal would be based off of a 2013 consolidation between the cities of Dearborn and Melvindale. (The City of Dearborn currently provides fire services to the City of Melvindale under a contractual agreement).

Based on estimated efficiencies of scale with shift coverage and consolidated operations, for the first three years of this contract, the fire department budget would remain stable. This model will allow for cost avoidance, not cost savings. South Lyon and Lyon Township will not be able to decrease their spending on fire protection. However, this consolidation model will create efficiencies and systems to reduce or slow future expenditure increases. Through expected attrition of staff, apparatus purchasing, grants, and fire station placement future cost savings may be realized. The additional apparatus, command staff, and manpower resources of Lyon Township would address the scalability dilemma facing SLFD.

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

Below are known, upfront consolidation costs, which would be the responsibility of South Lyon. It is likely that additional costs will be discovered, so this number may increase closer to \$10,000.00.

Item	Quantity	Item Cost	Total
Helmet shields	23	\$ 60.00	\$ 1,380.00
Badges	23	\$ 60.00	\$ 1,380.00
Patch change on uniforms	115	\$ 10.00	\$ 1,150.00
Patch change on SLFD apparatus	12	\$ 75.00	\$ 900.00
Polo shirts	23	\$ 30.00	\$ 690.00
T-shirts	46	\$ 12.00	\$ 552.00
Work Shirts	23	\$ 65.00	\$ 1,495.00
TOTAL			\$ 7,547.00

RECOMMENDATION

Below are the fire protection models in order of recommendation.

1. Consolidation

Due to the long term operational and economic benefits, consolidation with Lyon Twp is the recommended course of action.

2. Keep Current On-call System

If consolidation is not pursued, then sustaining the current operational model is recommended. One of the goals of this fire protection proposal was to inform City Council of the scalability concerns, so City Council was not taken off guard by this issue. Fire department staffing can always be re-addressed at a future point if pressure comes from the surrounding township fire departments over a mutual aid imbalance.

3. Combination Staff

The addition of career staff will not solve the current issue of scalability, so this option is not recommended.

4. Public Safety

Moving to public safety model would be the most expensive option and would have limited effect on addressing the scalability issue.

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

APPENDIX A

Lyon Township Fire Consolidation

Operational Benefits

South Lyon gains 24/7 response coverage and is able to address its scalability deficiency. (Some shift coverage will come from Lyon Twp. stations).

Lyon Township gains improved coverage for southwest portion of their township without the capital investment of a new fire station.

It is anticipated that both communities will see an Insurance Services Officer (ISO) reduction to Class 4. South Lyon is currently a 5.

There will be a larger pool of manpower for shift and on-call response. Additionally, recruiting efforts will be shared without two departments fighting for the same applicant pool.

The closest apparatus will respond to emergency without the interference of political borders.

SLFD and Lyon Township already have identical radio communications, fire reporting system, and self-contained breathing apparatus (SCBA). These issues would normally be a significant cost impediment to consolidation.

Personnel

All current SLFD staff would become Lyon Township employees.

- Mike Kennedy would transfer to the rank of assistant chief reporting to the deputy chief.
 - Liaison to South Lyon, attends City Council meetings.
 - Coordinates apparatus repair and maintenance of South Lyon owned apparatus in accordance with Lyon Township vehicle maintenance standards.
 - Coordinates fire station lease along with station maintenance issues.
 - Coordinates expenditures that would come directly from South Lyon during first three years of contract.
 - Coordinate civic events in South Lyon.
 - Assists with providing incident response, especially after hours and weekend.
 - Serve as training officer.
- Mike Weir would transfer to the rank of lieutenant.
- Cory Armstrong, Jeff Noechel, Chris Demeniuk, Tim Wilson, and Brad Moynihan would transfer to the rank of sergeant.
- Firefighters would transfer to Lyon Township firefighter pay rate based on training and years served.

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

Station

For the first three years of the contract, the fire station would be leased to Lyon Township for \$1.00 annually. The current lease with Huron Valley Ambulance would be unaffected by this contract. Due to the utility, communication, and Internet complexities between the police station and fire station, it is recommended that for the first three years of this contract that the South Lyon be financially responsible for all of these items directly.

Apparatus

For the first three years of the contract, the entire apparatus fleet would be leased to the Lyon Township for \$1.00 annually. As part of this lease agreement, South Lyon will maintain ownership and responsibility for service, repair, testing, and maintenance. The current lettering and decals with South Lyon owned apparatus would remain for this three year period with the exception of the SLFD patches on each apparatus being replaced with Lyon Township patches.

Use and assignment:

- Any South Lyon owned apparatus can respond to any incident, training, or detail as needed.

Remain assigned to the South Lyon station.

- 2016 Pierce Saber
- 2000 KME Aerial Ladder
- 2004 Ford Excursion (remain for weekend/night coverage by Chief Kennedy)

Fire Marshal Program

Lyon Township would take over all fire prevention and code enforcement programs for South Lyon. The current South Lyon inspector would assist the Lyon Township Fire Marshal anywhere as needed. South Lyon would need to adopt the International Fire Code 2012 edition to allow for uniformity of code enforcement. (The South Lyon is currently operating under the International Fire Code 2006 edition).

South Lyon would adopt the current Lyon Township fee structure with all fees going directly to Lyon Township. Lyon Township would gain revenue from plan review and system inspections.

South Lyon gains consistent weekday staffing for inspections, water flow and alarm testing, and plan review. This is a much more business friendly approach than SLFD's current need to schedule around the availability of part-time staff.

CITY OF SOUTH LYON - FIRE PROTECTION PROPOSAL

APPENDIX B

Timeline

Item	Responsibility	Due Date
Discussion on feasible of consolidation and willingness of Lyon Township FD	Kennedy Van Sparrentak	6/24/2016
Meeting with SLFD staff	Kennedy	7/5/2016
Meeting with LTFD staff	Van Sparrentak	7/5/2016
Progress meeting	Van Sparrentak Kennedy	7/6/2016
Develop new organizational chart	Berry	7/6/2016
Pay structure and seniority of SLFD staff	Van Sparrentak	7/6/2016
Benefits / obstructions	Collick	7/6/2016
Draft consolidation agreement	Kennedy Van Sparrentak	7/22/2016
Draft lease agreement for station and apparatus	Kennedy Van Sparrentak	7/22/2016
Presentation to South Lyon Council	Kennedy Van Sparrentak	8/22/2016
Presentation to Lyon Township Board	Van Sparrentak Kennedy	TBD
Meeting with Novi and Oakland County Sheriff's Office on possible dispatch arrangements	Berry Weir	TBD
Legal review by both municipalities		TBD
Approval of consolidation agreement and leases by South Lyon	Kennedy Van Sparrentak	10/24/2016
Approval of consolidation agreement and leases by Lyon Township	Van Sparrentak Kennedy	11/9/2016
Adoption of 2012 International Fire Code by the South Lyon	Collick Kennedy	12/12/2016
Consolidated department goes online		1/1/2017
Review of first year		1/1/2018
Review of second year		1/1/2019
Discussion on continuing contract and future of station and apparatus lease agreements		3/1/2019

Last modified: Mike Kennedy (August 5, 2016)

Execution Copy

FIRE DEPARTMENT CONSOLIDATION AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF LYON AND THE CITY OF SOUTH LYON

This Agreement ("Agreement") made and entered into this _____ day of _____, 2016 ("Effective Date"), by and between the Charter Township of Lyon (hereinafter "Lyon Township"), a Michigan municipal corporation, and the City of South Lyon (hereinafter "South Lyon"), a Michigan municipal corporation. Lyon Township and South Lyon may be collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Parties have determined that because of budget and geographical considerations it is in the best interests for the two local governmental units to consolidate for the effective and efficient provision of fire and EMS services; and

WHEREAS, the State of Michigan authorizes municipalities to contract with other municipalities for the receipt or furnishing of services such as fire protection and emergency medical services; and

WHEREAS, the Parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits for fire, emergency medical services, rescue services, and treatment and protection of life and property; and

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants contained herein, the parties mutually agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that due to the challenging economic climate and resulting budgetary constraints, in addition to the evolving nature of the provision of fire and emergency medical services, it is necessary for the parties to consolidate fire departments to operate in a more effective and efficient manner as a savings to the taxpayer. The purpose of this Agreement is to regulate the rights and responsibilities of the Parties regarding fire and emergency services to be provided to South Lyon; serve as an initial means of consolidating the administration, resources and operations of Lyon Township and South Lyon fire and emergency services; and evaluate the effectiveness of the Agreement and the consolidated services.

SECTION TWO

Authority

This Agreement is authorized pursuant to Const. 1963, Art. 3, Section 5 and applicable sections of Public Act 35 of 1951 (MCL 124.1 et seq.), as amended.

South Lyon hereby delegates authority and jurisdiction to Lyon Township to act as the Lyon Township Fire Department (which shall provide fire services to South Lyon) and to carry out the terms and conditions of this Agreement in addition to code enforcement, inspections, EMS billing and collections, and any other fire department operations. South Lyon's delegation is based upon any and all relevant legal provisions and authorities including, but not limited to the Michigan Constitution, Public Act 35 of 1951 (MCL 124.1 et seq.), as amended, MCL 423.215 (11), and all relevant Michigan Administrative Code provisions, and applicable South Lyon ordinances. Lyon Township's Fire Chief is recognized as the administrative and operational manager for the Lyon Township Fire Department (as hereinafter defined). South Lyon shall adopt the same universal rates/fees and rates/fees changes Lyon Township sets for the services provided herein and will be notified within sixty (60) calendar days of any changes going forward. Disputes, if any, will be subject to the procedure set forth in Section Sixteen.

SECTION THREE

Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

- A. "Lyon Township": Charter Township of Lyon, a Michigan municipal corporation.
- B. "South Lyon": City of South Lyon, a Michigan municipal corporation.
- C. "Migrating Employee": South Lyon's current firefighters who are hired by Lyon Township and become part of the Lyon Township Fire Department.
- D. "Fire Officers": Employees designated as lieutenants, captains or chiefs.
- E. "EMS": Emergency medical or rescue services.
- F. "Equipment": Any vehicle, equipment, or other physical asset used to provide any fire or emergency medical service including any in reserve status.
- G. "Lyon Township Fire Department": The identifying name of the consolidated fire department that shall provide fire and emergency medical services to both communities.
- H. "Lyon Township Fire Department - South Lyon Station": The identifying name of the fire station located at 217 Whipple Street, South Lyon, Michigan.
- I. All other capitalized terms in this Agreement shall have the meaning defined therein.

SECTION FOUR

Scope of Agreement

Lyon Township shall provide fire and EMS services to South Lyon under this Agreement. The scope of services provided may include, but is not limited to, fire administration, training, fire department related inspections, emergency medical services, fire suppression, hazardous materials response, fire protection, fire dispatch, arson investigation, technical rescue, public education, and emergency management services and coordination.

SECTION FIVE

Terms of Agreement

This Agreement shall be effective _____ 2016 or earlier ("Consolidation Date"). The "Initial Term" of the contract shall be three (3) years and will convert to Lyon Township's fiscal year annual term (currently January through December). This Agreement may be terminated during the Initial Term pursuant to the terms contained in Section Twenty-Five of this Agreement.

SECTION SIX

Personnel

South Lyon's Migrating Employees shall become Lyon Township employees.

A. The Migrating Employee compensation package will be as follows:

B. Wages:

- a. The current South Lyon fire chief will transition to the rank of assistant chief with being the third highest ranking fire officer. This salary will be \$30,000.00 annually for each year of this contract. If the current South Lyon fire chief separates employment, the Lyon Township fire chief has the discretion to fill this position or not, along with setting the compensation package.
- b. The current South Lyon deputy chief will transition to the rank of lieutenant and will have rank seniority based on South Lyon years of service (excluding fire cadet time).
- c. The current South Lyon captain and lieutenants will transition to the rank of sergeant and will have rank seniority based on South Lyon years of service (excluding fire cadet time).
- d. The current South Lyon firefighters will transition to the rank of firefighter and will have rank seniority based on South Lyon years of service (excluding fire cadet time). South Lyon firefighters not on probation at the time of consolidation will not have to undergo a probationary period upon transition to Lyon Township.

SECTION SEVEN

Staffing

Lyon Township shall operate the "South Lyon station" with on-call and shift staffing in a fashion similar to the staffing model in place prior to the effective date of this Agreement. Lyon Township will have the flexibility to staff the "South Lyon station" with shift as needed but will maintain two (2) person staffing on weekdays and Saturdays from 7:00 AM to 3:00 PM, unless exigent or other similar circumstances require an adjustment, in the sole discretion of the Lyon Township fire chief. Lyon Township reserves the right to adjust staffing levels apparatus placement at all fire stations at the sole discretion of the fire chief. If there exists a dispute between the Parties as to level of staffing or apparatus placement, or any other provision within this section, the dispute resolution process in Section Sixteen shall apply.

SECTION EIGHT

Vehicles

For the three years of this Agreement, the entire apparatus fleet would be leased to Lyon Township for \$1.00 annually. South Lyon will maintain ownership and responsibility for service, repair, testing, and maintenance. The current lettering and decals with South Lyon owned apparatus would remain for this three year period with the exception of the South Lyon Fire Department patches on each apparatus being replaced with Lyon Township Fire Department patches.

Any South Lyon owned apparatus can respond to any incident, training, or detail as needed. These apparatus will remain assigned to the South Lyon Station: 2016 Pierce Saber and 2000 KME Aerial Ladder, and 2004 Ford Excursion.

Equipment

As part of this Agreement, all equipment shall be considered part of the apparatus lease Agreement

SECTION NINE

Real Estate/Land

Lyon Township will lease the fire station and real property located at 217 Whipple Street, South Lyon, South Lyon, Michigan ("Facility") for one dollar (\$ 1.00) per year during the term of this Agreement, pursuant to a Lease Agreement signed by the Parties. South Lyon shall retain ownership of the Facility and shall be responsible for any and all general and capital maintenance, repair, and replacement for the building and grounds. This includes all the structural components of the building (roof, walls, windows, foundation, bay doors, driveways, parking lot, etc.) and mechanical systems (exhaust, electrical, plumbing, heating/cooling and ventilation, etc.). South Lyon via Public Works or contract shall provide salting and snow removal, grass cutting, and similar exterior maintenance. South Lyon will provide a safe Facility and grounds for the firefighter employees. If there exist a dispute between the Parties as to condition and maintenance of the facility and/or grounds or any other provision within this section, the dispute resolution process in Section Sixteen shall apply. In addition, during the term of this Agreement, South Lyon will provide adequate technological infrastructure, including but not limited to, high speed internet. South Lyon will be responsible for the payment of water, gas, and electric utilities at the Facility, shall insure the Facility as a tenant, shall maintain the interior in relation to cleanliness, light maintenance and small cosmetic repairs, and painting. The Lyon Township fire chief is responsible to alert South Lyon in writing of any Facility condition concerns as soon as he/she becomes aware. Lyon Township Fire Department shall occupy and use the Facility for the purpose of housing fire crews, emergency medical personnel, fire apparatus, equipment and other community related services performed by Lyon Township. The Facility may also be used for miscellaneous incidental purposes related to the performance of fire prevention and suppression. If Lyon Township desires to occupy and use the Facility for other purposes, it must obtain South Lyon's consent in writing to the use thereof for other purposes. If at any prospective point in time this Facility is deemed obsolete or does not physically or operationally meet the needs of the Lyon Township Fire Department, the Parties agree to meet and confer about the replacement station and the effect on the level of service to South Lyon. If there exist a dispute between the Parties as to level of service due to a new Facility, or any other provision within this section, the dispute resolution process in Section Sixteen shall apply.

South Lyon has a separate agreement with Huron Valley Ambulance for lease of another portion of the South Lyon Station. This Agreement does not change that prior agreement with Huron Valley Ambulance.

SECTION TEN

Level of Services

Lyon Township shall assume full responsibility for the provision of fire protection, fire prevention, investigation, public education and emergency services within South Lyon. The Parties will meet and confer regarding amendment of this Agreement should South Lyon acquire additional real property which becomes part of South Lyon in the future. If agreement cannot be reached, the processes of dispute resolution in Section Sixteen will apply.

Lyon Township shall make a good-faith effort to maintain a minimum service level for fire and emergency services that South Lyon currently enjoys. Lyon Township shall report statistical data on fire and emergency medical services on a semi-annual basis or as otherwise agreed to by the Parties.

At the discretion of the fire chief, Lyon Township may honor any mutual aid agreement between South Lyon and other municipalities; to the extent such agreements are assignable from South Lyon to Lyon Township. South Lyon agrees that all resources may be used for all obligations and operations including non-emergency responses and Mutual Aid Box Alarm System. Lyon Township shall manage fire prevention within South Lyon's limits. South Lyon shall adopt the same universal rates/fees and rates/fees changes Lyon Township sets for the services provided within sixty (60) calendar days of notice from Lyon Township to South Lyon. Disputes, if any, will subject to the procedure set for the in Section Sixteen. Lyon Township shall assure that all training mandated or required to meet the level of service is provided to appropriate employees. This Section does not preclude Lyon Township from providing a higher level of training to meet the level of service requirements. South Lyon shall adopt an ordinance incorporating the use of the International Fire Code that is the same as the Lyon Township's ordinance and as amended. South Lyon shall adopt all updated Fire Code editions in correlation with Lyon Township ordinances and as amended. South Lyon shall delegate its authority for fire inspections, investigations, fire code enforcement, or any other fire department operations to Lyon Township.

SECTION ELEVEN

Personnel and Operational Costs

- A. The annual fees to South Lyon for services provided under this Agreement are listed below. It is understood that annual fee will be negotiated if this Agreement is extended beyond the first three years.
 - Year one: \$348,997.00
 - Year two: \$355,977.00
 - Year three: \$363,097.00
- B. Payments shall begin thirty (30) days in advance of the Consolidation Date. Payments by South Lyon are to be made via electronic funds transfer.
- C. It understood that in addition to the annual fee set out in paragraph A above, all current and future Fire Department revenues generated during the terms of this Agreement shall be directly billed and collected by Lyon Township.
- D. If any quarterly installment is not received by Lyon Township within ten (10) days after such amount shall be due under this Agreement, South Lyon shall pay interest at the prime rate plus three percent (3%) annually.
 - Any unpaid balance after sixty (60) days will be considered a full default of this Agreement. In the event that the lack of timely payment creates a working capital deficit for Lyon Township requiring short-term financing, all the costs associated with executing the financing and interest to the prorated share of the South Lyon delinquent amount shall be fully billable to South Lyon and reimbursed to Lyon Township. In the event South Lyon files bankruptcy or similar action, Lyon Township claims will only be subordinate to South Lyon debt at the time of the filing and pension obligations, and all other priorities as required by law. Lyon Township will be made whole for all amounts currently and past due under this Agreement.

SECTION TWELVE

Fire/EMS Revenues

Lyon Township shall manage all reporting responsibilities, billing, and collections and retain all service fees related to revenue generation for the Lyon Township Fire Department - South Lyon station. South Lyon shall adopt the current billing schedules utilized by Lyon Township. Any new service related revenues or opportunities presented to South Lyon will be approved by Lyon Township and all costs and revenues shall be the responsibility of and be retained by Lyon Township.

SECTION THIRTEEN

Default

Either Party shall be in default of this Agreement if it (1) fails to timely pay the other Party any amount due under this Agreement; (2) fails to perform any other obligation required under this Agreement; or (3) seeks authority from the Michigan Governor and Michigan Treasurer to proceed under title 11 of the United States Code or similar action. The Parties must simultaneously notify each other of any such filing. If a default is not cured within thirty (30) days from the date of written notice provided by the non-defaulting Party to the defaulting Party, the non-defaulting Party may:

- A. Terminate this Agreement;
- B. Refrain from providing any further services or performing under this Agreement;
- C. Declare all unpaid amounts owed under this Agreement immediately due and payable without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the defaulting Party; and
- D. Exercise any and all rights and remedies available to it under this Agreement or applicable law.

SECTION FOURTEEN

Miscellaneous Conditions

- A. The name of the consolidated Department shall be the Lyon Township Fire Department.
- B. Signage referring to the presence of the Lyon Township Firefighters may be displayed on the South Lyon Fire Station. This cost shall be borne by Lyon Township.

SECTION FIFTEEN

Additional Parties

Lyon Township reserves the right to consolidate fire services or enter into service agreements with other municipalities.

SECTION SIXTEEN

Dispute Resolution

If a dispute arises between the Parties concerning any terms or conditions of this Agreement, the following procedure shall be utilized to resolve the dispute:

- Step One: Meeting between the South Lyon city manager and Lyon Township fire chief.
- Step Two: Meeting between the elected officials.
- Step Three: Mediation
- Step Four: Arbitration.

In the event that mediation occurs, the Parties shall mutually agree upon a Mediator. In the event arbitration occurs, the Parties shall mutually agree upon an Arbitrator. In the event the Parties are unable to agree on a Mediator or Arbitrator, then the applicable American Arbitration Association rules and procedures for choosing a Mediator or Arbitrator shall apply. Any decision by an arbitrator shall be legally binding and final. The Parties shall split equally the total cost of Mediators and Arbitrators and each Party shall bear their own costs incurred during the dispute resolution process.

SECTION SEVENTEEN

Integration and Binding Effect

This Agreement sets forth the entire understanding of the Parties; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the Parties before the date of this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor entity, which may assume the obligations of any Party hereto.

SECTION EIGHTEEN

Validity, Headers and Dates

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

Except as provided in Section Six (F), for purposes of this Agreement, the word "days" means a business day (which is a day, other than a Saturday, Sunday or a federal holiday). In addition, if any due date in this Agreement falls on a Saturday, Sunday or federal holiday, the due date is the next regular business day.

SECTION NINETEEN

Notices

All notices hereunder shall be in writing and shall be served either personally, by registered mail or certified mail to the Parties, at such addresses as may be designated from time to time, or to other such addresses as agreed upon.

SECTION TWENTY

Governing Law and Non-Discriminatory Services

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Michigan. Lyon Township shall not, while rendering the services provided herein, favor the citizens and property of Lyon Township to the detriment of citizens and property of South Lyon. Each Party shall remain legally responsible for compliance with or enforcement of any law, regulation or ordinance, which that Party is obligated to comply with under federal, state or local law.

SECTION TWENTY -ONE

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION TWENTY-TWO

Amendments and Assignment

This Agreement may only be amended in writing by consent of all the Parties hereto. This Agreement may not be assigned nor sublet in whole or in part by any Party without the prior written consent of the other Party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any Party to this Agreement.

SECTION TWENTY-THREE

Recitals, Schedules and Exhibits

The recitals, schedules, exhibits and appendices contained in and attached to this Agreement are hereby made a part of this Agreement and are incorporated in this Agreement by the respective references to them, whether or not they are actually attached.

SECTION TWENTY -FOUR

Waiver

The waiver by any Party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

SECTION TWENTY-FIVE

Early Termination

Except as otherwise provided in Section Thirteen of this Agreement, this Agreement shall not be terminated at any time during the first three (3) years of the Initial Term of this Agreement. Thereafter, this Agreement may be terminated by either Party during the Initial Term or during any Renewal Term (except for a Renewal Term year, which may be terminated in accordance with Section Five of this Agreement) on not less than one (1) year written notice to the other Party.

The notice of termination shall not relieve South Lyon of its obligation to pay Lyon Township as set forth herein or of Lyon Township from its obligation to provide services as set forth herein during the notice period. The Parties may mutually agree to terminate this Agreement on other terms and conditions as provided for in a mutual termination agreement.

Unless terminated due to a default as provided in Section Thirteen or terminated in accordance with a mutual termination agreement, or terminated pursuant to a court order, upon written notice of termination during the Initial Term or any Renewal Term, or written notice of non-renewal pursuant to Section Five of this Agreement, the following shall apply:

- A. South Lyon will continue to pay Lyon Township for services and Lyon Township shall continue to provide services until a transition has been completed separating Lyon Township and South Lyon fire and emergency services, not to exceed one (1) year from the date the terminating Party has provided notice to the non-terminating Party in the case of termination during the Initial Term or Renewal Term.
- B. Prior to any effective date of termination, ownership of all Vehicles and equipment transferred pursuant to Section Eight shall be returned to South Lyon in "as is" condition. Any Vehicles or equipment purchased by Lyon Township subsequent to the Consolidation Date will be the sole property of Lyon Township.
- C. The Lease between South Lyon and Lyon Township for the Facility shall be canceled and the Lease shall run month-to-month until the effective date of termination.
- D. Other than as provided for in this Section, all costs such as signage, insurance, uniforms, advertising, hiring non-Migrating Employees, supplies, etc. required to develop and implement a freestanding fire department in South Lyon, shall be borne by South Lyon; all costs such as hiring replacement officers in Lyon Township, advertising, leases, construction of new fire house, supplies, etc. required to fully separate Lyon Township's fire and emergency services from South Lyon, shall be borne by Lyon Township.
- E. Nothing in this Agreement, whether express or implied, is intended to confer any third party beneficiary or any other rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any Party to this Agreement.

SECTION TWENTY-SIX

Insurance

South Lyon shall be responsible for maintenance of insurance on all Vehicles during the terms of this Agreement. South Lyon shall be responsible for maintenance of insurance for South Lyon's Fire Station. Each Party shall name the other Party as an additional insured under their respective insurance policies. Each Party shall furnish the other Party appropriate documentation showing that such coverage is in effect and that the Parties are named as additional insured on the policies, as applicable.

SECTION TWENTY-SEVEN

Transition Period

If an agreement is reached prior to _____, the fire chief has the discretion to begin implementation of the terms of this Agreement and begin the consolidation of the Lyon Township Fire Department. However, each municipality shall remain responsible for funding its respective fire and emergency services until the Consolidation Date.

SECTION TWENTY-EIGHT

Indemnification

South Lyon hereby agrees to indemnify and hold harmless Lyon Township, its elected and appointed officials, officers employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part by reason of any act, omission, fault, or negligence, whether active or passive, of South Lyon or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Lyon Township, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify and hold harmless Lyon Township, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence or willful misconduct of Lyon Township, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

South Lyon shall reimburse Lyon Township, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event South Lyon employs other persons, firms, corporations, or entities (subcontractor) as part of the work covered by this Agreement, it shall be South Lyon's responsibility to require and confirm that each sub-contractor enters into an indemnity agreement in favor of Lyon Township, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the indemnifications provided herein.

Lyon Township hereby agrees to indemnify and hold harmless South Lyon, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits. Actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Lyon Township or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on South Lyon, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The obligation to indemnify and hold harmless South Lyon, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence or willful misconduct of South Lyon, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

In the event Lyon Township employs other persons, firms, corporations or entities subcontractor) as part of the work covered by the Agreement, it shall be Lyon Township's responsibility to require and confirm that each sub-contractor enters into an indemnity agreement in favor of South Lyon, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the indemnifications provided herein.

Each Party shall be solely responsible for any liabilities or claims arising out of its acts, or acts of its officers, employees or agents occurring prior to the Consolidation Date. This includes, but is not limited to, general claims related to service, employee medical claims, employee claims for existing workers' compensation, and any workers' compensation claims that are currently being paid.

Lyon Township will not accept, inherit, or otherwise be held responsible for any legacy retirement cost associated with pensions or other retirement income and retiree health care that have accrued prior to Consolidation Date.

South Lyon will not accept, inherit, or otherwise be held responsible for any legacy retirement cost associated with pensions or other retirement income and retiree health care that accrue following the Consolidation Date.

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[SIGNATURES ON FOLLOWING PAGE]

SECTION TWENTY-NINE

Attest

The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this Agreement to which this signature page will be attached, and agrees to be a Party thereto and be bound by the terms thereof. This Signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or any other manner approved by law, a copy of which is attached hereto.

ADOPTION BY THE CHARTER TOWNSHIP OF LYON BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____
Ayes: _____
Nays: _____
Abstaining: _____
Absent: _____

The Township Supervisor declared the resolution adopted. I, Michele Cash, the duly elected Clerk of the Charter Township of Lyon, Oakland County, Michigan, do hereby certify that the above is a true copy of a resolution adopted by the Charter Township of Lyon Board of Trustees at a regularly scheduled meeting held on the _____ day of _____, 2016, at which time a quorum was present.

Michele Cash
Township Clerk

Date

ADOPTION BY THE CITY OF SOUTH LYON CITY COUNCIL

Motion by: _____ Seconded by: _____
Ayes: _____
Nays: _____
Abstaining: _____
Absent: _____

The Mayor declared the resolution adopted. I, Lisa Deaton, the appointed Clerk/Treasurer of the City of South Lyon, Oakland County, Michigan, do hereby certify that the above is a true copy of a resolution adopted by the City of South Lyon City Council at a regularly scheduled meeting held on the _____ day of _____, 2016, at which time a quorum was present.

Lisa Deaton
City Clerk/Treasurer

Date

**RESOLUTION CONCERNING FIRE DEPARTMENT
CONSOLIDATION AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF LYON
AND
THE CITY OF SOUTH LYON**

WHEREAS: The City of South Lyon wishes to consolidate fire services with the Charter Township of Lyon for an initial period of three years; and

WHEREAS: Full consolidation is expected by _____ however operations will begin to merge in stages, starting the day after both City of South Lyon and the Charter Township of Lyon approve an agreement: and

WHEREAS: The City of South Lyon and the Charter Township of Lyon find that it is in the mutual best interests of their municipalities and citizens to provide the consolidated services pursuant to the terms and conditions set forth in the Fire Department Consolidation Agreement.

WHEREAS: The City of South Lyon and the Charter Township of Lyon have negotiated the Agreement for the provision of fire services to the City of South Lyon with the City of South Lyon paying the Charter Township of Lyon; and

NOW, THEREFORE, BE IT RESOLVED: That the Agreement, as presented to South Lyon City Council, be, and it is hereby approved.

Last modified: Mike Kennedy (July 18, 2016)

Execution Copy

LEASE AGREEMENT FOR SOUTH LYON FIRE STATION

THIS LEASE AGREEMENT ("LEASE AGREEMENT"), made and entered into (date), by and between the CITY OF SOUTH LYON, a Michigan Municipal Corporation, 335 South Warren, South Lyon, Michigan 48178, (hereinafter "Lessor"), and the CHARTER TOWNSHIP OF LYON, a Michigan Municipal Corporation, 58000 Grand River Avenue, New Hudson, MI 48165 (hereinafter "Lessee"), establishes the following terms, conditions, performance, obligation and covenants between the parties.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned agree as follows:

1. Lessee has entered into an agreement with the City of South Lyon whereby the South Lyon Fire Department and the Lyon Township Fire Department will be consolidated and Lyon Township will provide fire services to South Lyon pursuant to the terms of that certain Fire Department Consolidation Agreement Between the City of South Lyon and the Charter Township of Lyon dated _____ (hereinafter "Consolidation Agreement"). The Consolidation Agreement provides that Lessee will lease the South Lyon fire station located at 217 Whipple Street, South Lyon, Michigan. The fire station will be identified as "Lyon Township Fire Department-South Lyon Station."

2. Description of Premises. Lessor hereby leases to Lessee the following described property (hereinafter "the Premises"), in the City of South Lyon, County of Oakland:

Legal description attached as Exhibit A.

3. Term. Pursuant to and during the term of the Consolidation Agreement, including any renewal periods, Lessor agrees to lease its fire station to Lessee for provision of fire services. Any disputes or alleged default(s) will be resolved pursuant to Section Sixteen of the Consolidation Agreement. The term of the Lease Agreement will begin on _____. The Lease Agreement will be executed pursuant to the Council resolutions approving the Consolidation Agreement that provides for this Lease Agreement in Section Nine.
4. Rent. Lessee shall pay annually to the Lessor, at the Lessor's place of business as specified in the notice section of the Consolidation Agreement or at such other address as the Lessor may from time to time designate pursuant to the terms of the Consolidation Agreement, rent at the rate of one dollar (\$1.00) per year. Payments are to be made annually on _____.
5. Specifications.
 - A. Lessor shall retain ownership of the Premises. At its sole cost and expense, Lessor shall be responsible for any and all real estate taxes, general and capital maintenance, repair, and replacement for the building and grounds. This includes

all the structural components of the building (roof, walls, windows, foundation, bay doors, driveways, parking lot, etc.) and mechanical systems (exhaust, electrical, plumbing, heating/cooling and ventilation, etc.).

- B. Lessor will provide adequate technological infrastructure including, but not limited to, high-speed internet, at Lessor's sole cost and expense.
 - C. Lessor will provide safe Premises and grounds for the firefighter employees. If there exists a dispute between the Parties as to the condition and/or maintenance of the Premises and/or grounds or any other provision of this Lease, the dispute resolution process in Section Sixteen of the Consolidation Agreement shall apply.
 - D. The Lessee shall alert Lessor in writing of any concerns it has with the conditions of Lessor's Premises as soon as Lessee becomes aware of the condition.
 - E. Other than through eminent domain or fire or other casualty, if at any prospective point in time the Premises is deemed obsolete or does not physically or operationally meet the needs of the Lessee, the Parties agree to meet and confer about a replacement station and the effect on the level of service to Lessor. If there exists a dispute between the Parties as to the level of service due to a replacement station, or any other provision within this section, the dispute resolution process in Section Sixteen of the Consolidation Agreement shall apply.
6. Snow Removal and Grass Cutting. The Lessor, is responsible for and, shall provide salting and snow removal, grass cutting, and similar exterior maintenance at the Premises, at its sole cost and expense.
7. Utilities and Maintenance. The Lessee will be responsible for the payment of water, gas, and electric utilities at the Premises. Lessee shall maintain the interior of the Premises in good condition and repair, at its expense, including but not limited to painting, cosmetic repairs, cleanliness, decorations. Any alterations must be approved by Lessor in writing.
8. Insurance. Lessor shall maintain insurance coverage for the Premises and its contents for the term of this Lease Agreement. Lessor shall maintain general liability insurance for its exposures as an owner and landlord. Lessee shall maintain general liability insurance for its exposures as a tenant on the Premises. Each party shall name the other party as additional insured with respect to the general liability coverage.
9. Use. Lessee shall occupy and use the Premises for the purpose of housing fire crews, emergency medical personnel, fire apparatus, equipment and other community related services performed by Lessee through its Fire Department. The Premises may also be used for miscellaneous incidental purposes related to the performance of fire prevention and suppression. If Lessee desires to occupy and use the Premises for other purposes, it must obtain Lessor's prior consent in writing. Lessee will not use the Premises in any manner that violates the City of South Lyon's building code or applicable laws.

10. Termination. Except for eminent domain or fire or other casualty, Termination will be consistent with termination provisions in Section Twenty-five of the Consolidation Agreement and the notice provisions set forth therein shall apply. Termination Notice by either party of the Consolidation Agreement shall also serve as Termination Notice of this Lease Agreement.
11. Oral Agreements Not Enforceable. This Lease Agreement and the Consolidation Agreement, where referenced herein, contain the entire agreement of the parties with respect to this subject matter. This Agreement may not be modified except by a written document signed by the parties.
12. Notice. Notices shall be given pursuant to the provisions of the Consolidation Agreement.
13. Holding Over. If Lessee remains in possession of the Premises after the term of this Lease Agreement, with the consent of Lessor, it will occupy the Premises as a holdover Lessee on a month-to-month basis. Lessor may withhold its consent to holdover in its sole discretion. If Lessor consents to the holdover, Lessee is subject to all the covenants of this Lease Agreement to the extent they can be applied to a month-to-month tenancy. This covenant does not preclude Lessor from recovering damages if Lessee fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the term of this Lease Agreement. If Lessee holds over after the expiration of the term without Lessor's consent, Lessee is liable for all damages that are proven by the Lessor to be directly attributable to the holdover. Lessee is not liable for any consequential damages or damages to third parties resulting from the holdover.
14. Liens. Lessee must keep the Premises free of construction or other liens. Lessee will hold Lessor harmless against any liens that may be placed on the Premises, except those attributable to the acts of Lessor. If a lien is filed against the Premises as the result of any action undertaken by Lessee, Lessee must discharge the lien within 10 days after receiving notice of the lien. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessee must pay immediately on a demand from Lessor.
15. Indemnification. Lessee will indemnify and defend Lessor against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the use or misuse of the Premises by Lessee or its agents, contractors, or invitees. Lessee's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Lessor or from Lessor's intentional misconduct.
16. Fire or other casualty. Lessee must give Lessor notice of fire or other casualty on the Premises. In addition to the written notice, Lessee must immediately and with all diligence attempt to contact Lessor by all means available, including telephone, pager, fax, and e-mail, to inform Lessor of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Lessor may terminate this Lease Agreement by notice to Lessee. The notice of termination must be given within 30 days after the occurrence of

the casualty. Within 10 after the notice of termination has been given, Lessee must surrender the Premises to Lessor. After the surrender, each party is released from any further obligations under this Lease Agreement, with the exception that all rent accruing through the surrender date must be paid in full. Lessee has no obligation to pay any rent accruing after the surrender date. If Lessor does not exercise this option within the designated period, Lessor must diligently proceed to repair and restore the Premises to its condition before the casualty.

17. Eminent domain. If 50% or more of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, this Lease Agreement will automatically terminate as of the date that title is vested in the condemning agency. Notwithstanding this termination, Lessee is required to pay rent through the date that it actually surrenders possession of the Premises. If Lessor is notified in writing by a condemning agency that less than 50% of the Premises will be taken through eminent domain, Lessor may terminate this Lease by providing written notice to Lessee. Within 10 days after Lessor notifies Lessee that Lessor is terminating this Lease, Lessee must surrender possession of the Premises to Lessor. After Lessee surrenders possession, the parties' obligations under this Lease are terminated, provided that Lessee surrenders possession in accord with this Lease and pays rent through the date of surrender.

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Lessor and Lessee agree that all compensation paid for the Premises, including any value of Lessee's leasehold interest in the Premises, will be paid to and be the property of Lessor

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Lessee has no claim against Lessor for the value of any unexpired term of this Lease Agreement.

18. Assignment and Subletting. Outside of the pre-existing lease with Huron Valley Ambulance, the Lessee will not assign this Lease or sublet the Premises without the prior consent of Lessor, which may not be unreasonably withheld.
19. Condition on Termination. Upon the termination of this Lease Agreement, Lessee will promptly deliver all keys for the Premises to the Lessor. Lessee will deliver the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Lessee's expense. Lessee will reimburse all expenses paid or incurred by Lessor in connection with repairing or restoring the Premises to the designated condition immediately on demand. Lessee will remove its personal property and trade fixtures from the Premises immediately on termination. Lessee represents that it is Lessee's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Lessee. Lessor may sell, discard, or keep such personal property and trade fixtures as it deems appropriate in its sole discretion. Lessee will reimburse all expenses paid or incurred by

Lessor in connection with removing Lessee's personal property and trade fixtures immediately upon Lessor's demand.

20. Construction and Interpretation. This Lease Agreement will be construed in accord with Michigan law. If any section or provision of this Lease Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in this lease Agreement shall not be affected or impaired. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach.
21. Authorized and Binding. Lessee and each person executing this Lease Agreement on behalf of Lessee warrants and represents to Lessor that it has full power and lawful authority to enter into this Lease Agreement and the execution of this Lease Agreement is legally binding on Lessee in accordance with its terms. Lessor and each person executing this Lease Agreement on behalf of Lessor warrants and represents to Lessee that it has full power and lawful authority to enter into this Lease Agreement and the execution of this Lease Agreement is legally binding on Lessor in accordance with its terms. This Lease Agreement is binding on successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

Attest

The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this Agreement to which this signature page will be attached, and agrees to be a Party thereto and be bound by the terms thereof. This Signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or any other manner approved by law, a copy of which is attached hereto.

ADOPTION BY THE CHARTER TOWNSHIP OF LYON BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____
Ayes: _____
Nays: _____
Abstaining: _____
Absent: _____

The Township Supervisor declared the resolution adopted. I, Michele Cash, the duly elected Clerk of the Charter Township of Lyon, Oakland County, Michigan, do hereby certify that the above is a true copy of a resolution adopted by the Charter Township of Lyon Board of Trustees at a regularly scheduled meeting held on the _____ day of _____, 2016, at which time a quorum was present.

Michele Cash
Township Clerk

Date

ADOPTION BY THE CITY OF SOUTH LYON CITY COUNCIL

Motion by: _____ Seconded by: _____
Ayes: _____
Nays: _____
Abstaining: _____
Absent: _____

The Mayor declared the resolution adopted. I, Lisa Deaton, the appointed Clerk/Treasurer of the City of South Lyon, Oakland County, Michigan, do hereby certify that the above is a true copy of a resolution adopted by the City of South Lyon City Council at a regularly scheduled meeting held on the _____ day of _____, 2016, at which time a quorum was present.

Lisa Deaton
City Clerk/Treasurer

Date

The News Herald (thenewsherald.com), The Voice of Downriver

News

Dearborn/Melvindale Fire Department merger still going strong after two years

Monday, September 14, 2015

By Dave Herndon

Twitter: @NHDaveH

Then-Melvindale Fire Chief Steven Densmore described the deal to merge his fire department with Dearborn's department as a humbling experience in which "everybody checked their egos at the door."

That was two years ago, and everyone involved is says the egos have remained checked, and the merger is firing on all cylinders.

The two-year anniversary of the merger was Aug. 25.

"We had some growing pains," Melvindale Mayor Stacy Striz said. "Firefighters had to learn new street names, and routes and things like that. Now more than two years in we've worked all of that out."

Dearborn Fire Chief Joseph Murray agreed.

"It's all pretty seamless now," he said. "We trained together for about six months prior to the merger, and now you can't tell we were ever two different departments."

Not only have operations been running smoothly, but the financials are working out well for both sides.

Melvindale is expecting to finish paying off the legacy costs related to the 14 firefighters they used to employ, and expects to realize about a half million dollars per year in savings beginning in fiscal year 2016.

"We haven't seen a significant savings yet," City Administrator and Finance Director Richard Ortiz said. "That will happen next year."

In the short term the city was able to have a stable budget, with exact payments going out for fire services each month. A \$106,000 per month payment to Dearborn for services, rather than estimate a budget and deal with overtime and possible equipment failures and replacement.

"It's good for our budget," Ortiz said. "We know exactly what has to go out every month. Once the payouts to the former employees are finished we'll start having a real savings."

Dearborn Finance Director Jim O'Connor said the deal has been financially "favorable" to the city so far. Dearborn is currently negotiating a new contract with the union though that may impact the contract as it moves into the third year. At the end of the third year there is a clause that allows both sides to renegotiate some of the terms.

More importantly than saving money though, has been an added increase in fire coverage according to both Striz and Ortiz.

"We used to have three guys on duty as the fire station," Ortiz said. "They did a great job, but it just wasn't a lot of people."

Murray said now there are a minimum of 28 firefighters serving the two cities on any given day, including an average of five stationed in Melvindale.

There is also automatic aid dispatched from a secondary station when calls require it. Under the old system that aid wouldn't have been called for until personnel arrived on the scene and then requested help.

"We went from a 14-man department to 128," Ortiz said.

Striz said there have been a few "significant" fires in Melvindale since the merger, which were contained quicker and with less damage to the property due to having access to Dearborn's ladder truck and expanded personnel.

Densmore gave up his title as chief in the new combined department. Now he is the assistant chief and helps out in the fire marshal's office.

Two years into the merger and the deal is still being lauded as a model for other potential mergers across the state.

Murray said many similar deals have fallen through in other areas because the unions didn't support a merger. That was avoided in this deal by letting the union members in on the process from the beginning and making them part of the negotiation.

"My union went to their state convention where they passed a resolution recommending when mergers happen that it follow the way we did it," he said.

The way the two cities did it was to have Dearborn officially take over the operations of the department, owning all of the equipment and employing all of the firefighters, while Melvindale pays a service fee for the use.

Dearborn officially rents out the former Melvindale Fire Station and redesignated it Station 5.

Most important to the former Melvindale employees, they were all allowed to keep their rank and seniority with the merger.

"Blending all of those employees in like that really set the stage for no animosity and good working conditions," Murray said. "From day one, we've had no issues like that, and everyone has fit in."

Station 5 is the primary backup station now for any fire in Dearborn south of Michigan Avenue, and it also picks up EMS runs anywhere in the city that is needed.

"The biggest help to Dearborn has been in getting trucks from multiple stations responding," Murray said last year. "If you look on a map, anywhere in Dearborn, Station 5 is closer than at least one of the Dearborn stations."

The contract is for at least another 13 years, during which Melvindale will pay Dearborn \$1.25 million annually. The amount will be adjusted based on the consumer price index and actual expenses. Dearborn will collect Melvindale's emergency medical service and Marathon Oil refinery revenue. If the deal is dissolved, Melvindale will get its equipment or the financial equivalent back.

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The News Herald ([thenewsherald.com](http://www.thenewsherald.com)), The Voice of Downriver

News

Dearborn/Melvindale Fire Department merger still going strong after first year

Friday, August 22, 2014

By Dave Herndon
The News-Herald
Twitter: [@NHDaveH](https://twitter.com/NHDaveH)

A year ago, then-Melvindale Fire Chief Steven Densmore described the deal to merge his fire department with Dearborn's department as a humbling experience in which "everybody checked their egos at the door."

Now, a year later, the process by which the two departments merged is considered the model for how to work such a deal in other communities.

The one-year anniversary of the merger is Aug. 25. Densmore gave up his title as chief in the new combined department. Now he is the assistant chief and helps out in the fire marshal's office.

"Right after we accomplished this, we started getting a lot of calls from other cities," Dearborn Fire Chief Joseph Murray said recently. "From the beginning, it's been well received from the administrative level and from the union side."

Murray said many similar deals have fallen through in other areas because the unions didn't support a merger. That was avoided in this deal by letting the union members in on the process from the beginning and making them part of the negotiation.

"My union went to their state convention where they passed a resolution recommending when mergers happen that it follow the way we did it," he said.

The way the two cities did it was to have Dearborn officially take over the operations of the department, owning all of the equipment and employing all of the firefighters, while Melvindale pays a service fee for the use.

Dearborn officially rents out the former Melvindale Fire Station and redesignated it Station 5.

Most important to the former Melvindale employees, they were all allowed to keep their rank and seniority with the merger.

"Blending all of those employees in like that really set the stage for no animosity and good working conditions," Murray said. "From day one, we've had no issues like that, and everyone has fit in."

Murray called the process "relatively easy."

"We spent a year negotiating, but we kind of knew about six months in that it was going to happen," he said. "We started doing mutual training and automatic aid. The day the merger took place, we were ready and good to go."

Not only have the employees fit in well, but Murray said the citizens in both cities are getting better service as well.

"Since 2010, our run volume has increased 24 percent," he said. "It's a significant jump. We have an older built town, which keeps

us busier on the fire side than a newer built city, but our medical runs are going up, too.”

Station 5 is the primary backup station now for any fire in Dearborn south of Michigan Avenue, and it also picks up EMS runs anywhere in the city that is needed.

“The biggest help to Dearborn has been in getting trucks from multiple stations responding,” Murray said. “If you look on a map, anywhere in Dearborn, Station 5 is closer than at least one of the Dearborn stations.”

In Melvindale, residents see more minimum staffing each day than previously. They also benefit by having four additional fire stations available to respond to any major scenes. In the past, mutual aid calls would have had to go out, and other departments might have been too busy to respond in a timely manner.

“Melvindale always had a great response time,” Murray said. “Their biggest gain is in additional support, getting enough guys out on the scene.”

Melvindale Mayor Stacy Striz agreed with Murray about the added manpower.

“We’ve had at least two significant fires since the merger,” she said. “Seeing all of the manpower at the scene is great.”

Melvindale added about 120 runs a month to the department’s total, which is under the estimated 1,700 per month that was figured in the contract.

Some residents have voiced concerns that the department is just subsidizing Melvindale. Murray said that’s not the case.

“We’re doing a lot of runs in both cities,” he said. “It’s definitely mutually beneficial.”

Training has been included in the merger, making the department able to handle specialty rescues in a more timely manner.

The department has reinstituted the technical rescue team for confined spaces.

“We’re still part of the Western Wayne Technical Rescue Team,” Murray said. “What we’re trying to accomplish is having a faster response. When you activate one of those teams, it’s typically an hour to get them to a scene. We want to be able to do the initial response faster.”

Dearborn has more than 650 miles of sewer lines and other potential hazards.

“We used to have a technical rescue team prior to 2009,” Murray said. “We wanted to get back to that. As part of the merger, there is an agreement with Marathon to provide confined space for them, so we were able to get some of our guys trained for that.”

There are about 40 in the department with the training, meaning there are at least five on duty most of the time who have had confined-space training.

The contract is for at least another 14 years, during which Melvindale will pay Dearborn \$1.25 million annually. The amount will be adjusted based on the consumer price index and actual expenses. Dearborn will collect Melvindale’s emergency medical service and Marathon Oil refinery revenue. If the deal is dissolved, Melvindale will get its equipment or the financial equivalent back.

Melvindale officials are projecting a \$500,000 savings in the first year. The actual savings total was not available at press time. The city will have additional staffing and rigs at its station, which the city is renting to Dearborn for \$1 a year, and additional firefighters will be available. At least 17 firefighters from three stations are dispatched to every fire.

The merger has gone so well in the first year that the two cities, along with Dearborn Heights, are in the early stages of looking into merging police and fire dispatch services.

"It's still just preliminary talks," Striz said. "We're looking for any way we can to improve service and save money for our residents."

Contact Video Coordinator Dave Herndon at 734-246-0867 or dherndon@heritage.com. Follow him on Facebook and @NHDaveH on Twitter.

URL: <http://www.thenewsherald.com/articles/2014/08/22/news/doc53f778e7630d8647531944.prt>

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News

MELVINDALE: Melvindale-Dearborn fire merger becomes reality (updated 9:55 p.m.)

Wednesday, June 19, 2013

By Joe Slezak
Heritage Media
Twitter: @joeslezak1

MELVINDALE — The merger between the Melvindale and Dearborn fire departments is official.

The Melvindale City Council voted 3-2 with one absent Wednesday to approve the merger. Dearborn's council had voted 5-0 with one abstaining and one absent June 11 to approve the plan, in which all five stations in the two cities will remain open and all 128 firefighters in the two departments would keep their jobs in the new department.

"I'm very glad the council took the recommendation," said Melvindale Fire Chief Steven Densmore, who will be the deputy fire chief of the new department. "We've been working on this for several years. It began intensifying in August last year.

"Everybody checked their egos at the door."

The Melvindale council held off on making the merger effective immediately because of a pension issue involving its seven senior firefighters, but officials were hoping for it to be resolved soon, likely in about a week.

Melvindale fire Lt. Dennis Schultz, president of International Association of Fire Fighters Local 1728, said the company dealing with the pension for Melvindale's seven senior firefighters had a problem with the plan, but he said the city and company will work it out. The six Melvindale firefighters with less seniority will go into Dearborn's pension system, as will any new hires. All 13 will be Dearborn employees.

Schultz, one of the seven, said it's possible the septet could wind up with pensions that have fewer benefits, but he supports the merger, calling it "a big step."

The new department is aiming to be fully merged by Sept. 1, and Dearborn will oversee it. Dearborn Fire Chief Joseph Murray will be the fire chief of the merged department.

It will increase staffing and rigs in Melvindale, and allow for better coverage in parts of southwest Dearborn. It also will bring Dearborn up to full staffing as mandated by its charter.

Densmore told the Melvindale council that it will save the city money, provide better service to residents and possibly lower homeowners' insurance rates because of a better International Organization for Standardization rating with the improved service.

He told the council, "What a wonderful day it is in the city of Melvindale tonight," and shook the hands of every city official seated before the crowd.

Police Chief Chad Hayse told the council before the vote that he supports the merger, too.

Councilwoman Kalley Hess and Councilmen Dave Cybulski and Carl Louvet voted yes; Councilwoman Nicole Barnes and Councilman Wheeler Marsee voted no. Councilwoman Medina Balderas was absent.

"Everybody has the right to vote their feelings," Densmore said. "I was anticipating the vote would happen and we'd move forward."

He said infrastructure, equipment and training issues need to be addressed. He and Murray plan to meet weekly, and had a meeting planned for Thursday in anticipation of the approval.

Both IAFF locals previously agreed to the merger. Melvindale's vote was 10-3. One of the no votes was Sgt. Glenn Owens, who had questions about the rank for he and another sergeant since Dearborn doesn't have that rank. Owens will be an engineer.

He said once the issue was resolved, he supported the merger, saying it will especially be good for the six younger firefighters, who now will have a pension.

"I think it's great," he said. "It's a phenomenal move for the city."

One of the six, Firefighter Melanie Fiorillo, said the department was losing firefighters to other departments that offer pensions, including Dearborn.

"I think in the long run, it's going to be a great move for the city," said Fiorillo, who will be near the top of the firefighter 1 rank in the new department. "Growing pains will be apparent. The guys with higher seniority have made some sacrifices," but the six will "benefit greatly."

Murray was pleased to learn of the vote.

"I'm very excited, very happy to hear it, that's for sure," he said, adding it was a long 10 months, but that both cities worked well together, which Densmore also said.

"It's a relief to get to this point," Murray said. "Steve and I are looking at planning. We're already planning our meetings."

The 128 firefighters will be mixed among the five stations, and the Melvindale station will be "station No. 5." It will have primary responsibility for Melvindale and the area of Dearborn near the Southfield Freeway, Rotunda Drive and Outer Drive. Dearborn's stations on Greenfield and Wyoming roads will be the second responders into Melvindale. Dearborn also has stations on Outer Drive (north of Michigan Avenue) and Schaefer.

At any point in Dearborn's 24.5 square miles, the Melvindale station is closer than at least one other Dearborn station.

Melvindale officials estimate that the city will save \$500,000 in the first year. Station No. 5 will initially have five firefighters on duty daily to operate an engine and an ambulance. The minimum staffing will be four.

In any fire, a minimum of three stations will be dispatched, putting 17 firefighters at the scene within minutes instead of waiting for mutual aid to be dispatched.

The merger will be for at least 15 years. Dearborn will control the equipment and rent Melvindale's station for \$1 a year. Melvindale will pay an annual fee of \$1.25 million for the first four years, plus a yearly multiplier of 2.37 percent to factor in the consumer price index starting in year two. After four years, the multiplier will be evaluated based on actual expenses. Also after four years, fees will be reviewed in five-year intervals.

Dearborn will collect Melvindale's emergency medical service and Marathon Oil refinery revenue.

Should the deal be dissolved, Melvindale will get its equipment or the financial equivalent returned.

Dearborn's department has in-house training, which will continue. Melvindale will bring its confined-space training and the training it receives from Marathon, which has a refinery at Fort Street and I-75 in Detroit, just outside Melvindale.

Contact Staff Writer Joe Slezak at 1-734-246-0835 or jslezak@heritage.com. Follow him on Twitter @ JoeSlezak1.

URL: <http://www.thenewsherald.com/articles/2013/06/19/news/doc51c260eece53577613960.prt>

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**FIRE DEPARTMENT CONSOLIDATION AGREEMENT BETWEEN
THE CITY OF DEARBORN AND THE CITY OF MELVINDALE**

This Agreement ("Agreement") made and entered into this 26th day of July, 2013 ("Effective Date"), by and between the City of Dearborn (hereinafter "Dearborn"), a Michigan municipal corporation, and the City of Melvindale (hereinafter "Melvindale"), a Michigan municipal corporation. Dearborn and Melvindale may be collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Parties have determined that because of budget and geographical considerations it is in the best interests for the two local governmental units to consolidate for the effective and efficient provision of Fire and EMS services; and

WHEREAS, the State of Michigan authorizes municipalities to contract with other municipalities for the receipt or furnishing of services such as fire protection and emergency medical services; and

WHEREAS, the Parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits for fire, emergency medical services, rescue services, and treatment and protection of life and property; and

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants contained herein, the parties mutually agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that due to the challenging economic climate and resulting budgetary constraints, in addition to the evolving nature of the provision of fire and emergency medical services, it is necessary for the parties to consolidate fire departments to operate in a more effective and efficient manner as a savings to the taxpayer. The purpose of this Agreement is to regulate the rights and responsibilities of the Parties regarding fire and emergency services to be provided to Melvindale; serve as an initial means of consolidating the administration, resources and operations of Melvindale and Dearborn fire and emergency services; and evaluate the effectiveness of the Agreement and the consolidated services.

SECTION TWO

Authority

This Agreement is authorized pursuant to Const. 1963, Art. 3, Section 5 and applicable sections of Public Act 35 of 1951 (MCL 124.1 et seq.), as amended. Melvindale hereby delegates authority and jurisdiction to Dearborn to act as the Dearborn Fire Department (which shall provide fire services to Melvindale) and to carry out the terms and conditions of this Agreement in addition to code enforcement, inspections, EMS billing and collections, emergency management services, and any other fire department operations. Melvindale's delegation is based upon any and all relevant legal provisions and authorities including, but not limited to the Michigan Constitution, Public Act 35 of 1951 (MCL 124.1 et seq.), as amended, MCL 423.215 (11), and all relevant Michigan Administrative Code provisions, and applicable Melvindale ordinances. Dearborn's Fire Chief is recognized as the administrative and operational manager for the Dearborn Fire Department (as hereinafter defined). Melvindale shall adopt the same universal rates/fees and rates/fees changes Dearborn sets for the services provided herein and will be notified within sixty (60) calendar days of any changes going forward. Disputes, if any, will be subject to the procedure set forth in Section Sixteen.

SECTION THREE

Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

- A. "Dearborn": City of Dearborn, a Michigan municipal corporation.
- B. "Melvindale": City of Melvindale, a Michigan municipal corporation.
- C. "Migrating Employee": Melvindale's current full-time firefighters who are hired by Dearborn and become part of the Dearborn Fire Department.
- D. "Fire Officers": Employees designated as Lieutenants, Captains or Chiefs.
- E. "EMS": Emergency medical, paramedic or rescue services.
- F. "Equipment": Any vehicle, equipment, or other physical asset used to provide any fire or emergency medical service including any in reserve status.
- G. "Dearborn Fire Department": The identifying name of the consolidated fire department that shall provide fire and emergency medical services to both communities.

- H. "Dearborn Fire Department – Melvindale Station": The identifying name of the Dearborn Fire Department located at 3160 Oakwood Boulevard, Melvindale, Michigan.
- I. All other capitalized terms in this Agreement shall have the meaning defined therein.

SECTION FOUR

Scope of Agreement

Dearborn shall provide Fire and EMS services to Melvindale under this Agreement. The scope of services provided may include, but is not limited to, fire administration, training, fire department related inspections, emergency medical services, fire suppression, hazardous materials response, fire protection, fire dispatch, arson investigation, technical rescue, public education, and emergency management services and coordination.

SECTION FIVE

Terms of Agreement

This Agreement shall be effective September 1, 2013 or earlier ("Consolidation Date"). The "Initial Term" of the contract shall be fifteen (15) years and will convert to Dearborn's fiscal year annual term (currently July through June). Thereafter, this Agreement will automatically renew for five (5) year periods ("Renewal Term") unless notice is provided on or before the first day of January of the renewal year. The renewal dates are the first day of July. This Agreement may be terminated during the Initial Term or any Renewal Term pursuant to the terms contained in Section Twenty-Five of this Agreement.

SECTION SIX

Personnel

Melvindale's Migrating Employees shall become Dearborn employees.

A. The Migrating Employee compensation package will be as follows:

1. Wages: Based on equivalent position (rank) that Migrating Employee held at Melvindale and placed on the pay scale at the rate equivalent or the step immediately above current Melvindale pay rate.
2. Longevity Pay: Based on combined years of service with Melvindale and Dearborn.
3. Vacation or Sick Time: Based on the 2013 City of Dearborn and IAFF #412 labor agreement based on combined years of service with Melvindale and Dearborn. Initial leave banks shall begin at zero. Alternatively, at the Migrating Employee's discretion, up to one year of Dearborn sick leave accruals (seven (7)) and vacation accruals (ten (10)) can be purchased at the Dearborn costs rate including payroll

percentage based benefits. Such elections and payment shall be made prior to the Consolidation Date.

- B. **Rank:** Migrating Employees shall be assigned rank and be credited for in-rank seniority pursuant to the chart located in Appendix A.
- C. **Seniority:** Combined seniority will be applicable for promotions and for employee compensation package components, **excluding both** retiree health care programs and pension retirement programs.
- D. **Department Seniority:** Dearborn Fire Department seniority will begin for Migrating Employees effective on the Consolidation Date.
- E. **Combined Seniority:** Combined years of service with Melvindale and Dearborn will be used for retirement eligibility date (exclusive of retiree medical), longevity, promotional seniority credits, and leave time accruals.
- F. **Active Employee Health & Welfare (H&W) Benefit Programs:** Melvindale will retain all H&W program coverage until the Migrating Employees have completed one (1) full month of service with Dearborn. This is a full calendar month, not necessarily 30 days. This is the standard for all Dearborn new hires. The H&W benefit programs will be as set forth in Local #412's 2012-2015 collective bargaining agreement.
- G. **Retirement Health Care:** Melvindale shall retain the contractual obligation and provide retiree health care for the seven (7) highest seniority Migrating Employees (Appendix B) at the point their combined service equates to twenty-five (25) years of service and age fifty (50) or greater, or as otherwise provided by the collective bargaining agreement between Melvindale and the current IAFF 1728 Membership. The seven (7) lowest seniority Migrating Employees shall be provided retiree health care as any other new Dearborn hire consistent with the 2012-2015 Dearborn and IAFF #412 2012-2015 collective bargaining agreement. Melvindale or the Migrating Employee may make a one-time non-refundable, actuarially determined lump sum contribution for such Migrating Employees' retiree health prior service credits. Such elections and payment shall be made prior to the Consolidation Date. If no payment is received by the Consolidation Date, Migrating Employees must complete twenty five (25) years of service to Dearborn to be eligible for retiree healthcare.
- H. **Retirement:** Pension programs will be pursuant to the 2012-2015 Dearborn and IAFF #412 collective bargaining agreement and **no** prior service seniority will be credited for Migrating Employees. For clarification, the fifteen (15) Migrating Employees will be new

hires without any seniority for the Dearborn Defined Contribution and Defined Benefit retirement programs.

- I. **Default Statement:** Compensation, benefits, and seniority all default to new hire status unless expressly identified differently herein.

SECTION SEVEN

Staffing

Dearborn shall provide a minimum of four (4) firefighters, inclusive of Fire Officers, one (1) Fire Engine and one (1) Advanced Life Support (ALS) Ambulance at the Melvindale fire station upon the Effective Date, unless exigent or other similar circumstances require an adjustment, in the sole discretion of the Dearborn Fire Chief. Dearborn reserves the right to adjust staffing levels and apparatus placement at all Fire Stations at the sole discretion of the Fire Chief. Any changes by the Fire Chief shall be preceded by at least sixty (60) days written notice to the Melvindale Public Safety Commission unless such notice is impractical based upon exigent or other similar circumstances. If there exists a dispute between the Parties as to level of staffing or apparatus placement, or any other provision within this section, the dispute resolution process in Section Sixteen shall apply.

SECTION EIGHT

Vehicles

Melvindale shall transfer ownership of its primary fire engine, ambulance, Utility SUV, ("Vehicles") and all related equipment for such Vehicles to Dearborn on the Consolidation Date, and upon the transfer of such Vehicles, Dearborn shall assume all liability for the Vehicles. Transferred vehicles shall be returned to Melvindale when replaced. Specifically excluded from the Vehicles to be transferred to Dearborn are Melvindale's antique fire engine and 1992 reserve fire engine, which shall remain in the ownership and possession of Melvindale. The antique fire engine and reserve fire engine may be moved from its current location at the discretion of either Party.

Equipment

Melvindale shall transfer ownership of all equipment listed in Appendix C to Dearborn on the Consolidation Date, and upon the transfer of such equipment, Dearborn shall assume all liability for the equipment. The equipment includes the inventory list in Appendix C.

SECTION NINE

Real Estate/Land

Dearborn will lease the fire station and real property located at 3160 Oakwood Boulevard, Melvindale, Michigan ("Facility") for one dollar (\$1.00) per year during the term of this Agreement, pursuant to a Lease Agreement signed by the Parties. Melvindale shall retain ownership of the Facility and shall be responsible for any and all general and capital maintenance, repair, and replacement for the building and grounds. This includes all the structural components of the building (roof, walls, windows, foundation, bay doors, driveways, parking lot, etc.) and mechanical systems (exhaust, electrical, plumbing, heating/cooling and ventilation, etc.). Melvindale via Public Works or contract shall provide salting and snow removal, grass cutting, and similar exterior maintenance. Melvindale will provide a safe Facility and grounds for the firefighter employees. If there exists a dispute between the Parties as to condition and maintenance of the facility and/or grounds or any other provision within this section, the dispute resolution process in Section Sixteen shall apply. In addition, during the term of this Agreement, Melvindale will provide adequate technological infrastructure, including but not limited to, high speed internet. Dearborn will be responsible for the payment of water, gas, and electric utilities at the Facility, shall insure the Facility as a tenant, shall maintain the interior in relation to cleanliness, light maintenance and small cosmetic repairs, and painting. The Dearborn Fire Chief is responsible to alert Melvindale in writing of any Facility condition concerns as soon as he/she becomes aware.

Dearborn Fire Department shall occupy and use the Facility for the purpose of housing fire crews, emergency medical personnel, fire apparatus, equipment and other community related services performed by Dearborn. The Facility may also be used for miscellaneous incidental purposes related to the performance of fire prevention and suppression. If Dearborn desires to occupy and use the Facility for other purposes, it must obtain Melvindale's consent in writing to the use thereof for other purposes.

If at any prospective point in time this Facility is deemed obsolete or does not physically or operationally meet the needs of the Dearborn Fire Department, the Parties agree to meet and confer about the replacement station and the effect on the level of service to Melvindale. If there exists a dispute between the Parties as to level of service due to a new Facility, or any other provision within this section, the dispute resolution process in Section Sixteen shall apply.

SECTION TEN

Level of Services

Dearborn shall assume full responsibility for the provision of fire protection, fire prevention, investigation, public education and emergency services within Melvindale. The Parties will meet and confer regarding amendment of this Agreement should Melvindale acquire additional real property which becomes part of Melvindale in the future. If agreement cannot be reached, the processes of dispute resolution in Section Sixteen will apply. Dearborn shall make a good-faith effort to maintain a minimum service level for fire and emergency services that Melvindale currently enjoys. Dearborn shall report statistical data on fire and emergency medical services on a semi-annual basis or as otherwise agreed to by the Parties. At the discretion of the Fire Chief, Dearborn may honor any mutual aid agreement between Melvindale and other cities, to the extent such agreements are assignable from Melvindale to Dearborn. Melvindale agrees that all resources may be used for all obligations and operations including non-emergency responses and Mutual Aid Box Alarm System. Dearborn shall manage fire prevention within Melvindale's limits. Melvindale shall adopt the same universal rates/fees and rates/fees changes Dearborn sets for the services provided within sixty (60) calendar days of notice from Dearborn to Melvindale. Disputes, if any, will subject to the procedure set for the in Section Sixteen.

Dearborn shall assure that all training mandated or required to meet the level of service is provided to appropriate employees. The training may include, but is not necessarily limited to, fire prevention and investigation, hazardous materials training, emergency medical training, confined space, extrication, river rescue and any other specialty programs or training required to provide the level of service required by this Agreement. This Section does not preclude Dearborn from providing a higher level of training to meet the level of service requirements.

Melvindale shall adopt an ordinance incorporating the use of the International Fire Code that is the same as the Dearborn's ordinance and as amended. Melvindale shall adopt all updated Fire Code editions in correlation with Dearborn ordinances and as amended. Melvindale shall delegate its authority for fire inspections, investigations, fire code enforcement, or any other fire department operations to Dearborn.

SECTION ELEVEN

Personnel and Operational Costs

- A. The annual fee to Melvindale for services provided under this Agreement shall be One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) annually, prorated monthly for the first partial year of this Agreement (the Consolidation Date through June 30, 2014). Subsequent years shall be adjusted based on the pre-determined formula (See Subsection D). Melvindale shall pay Dearborn monthly installments thirty (30) days in advance of the first day of each month. Payments shall begin thirty (30) days in advance of the Consolidation Date. Payments by Melvindale are to be made via electronic funds transfer.
- B. It understood that, in addition to the annual fee set out in paragraph A above, all current and future Fire Department revenues generated shall be directly billed and collected by Dearborn.
- C. If any monthly installment is not received by Dearborn within ten (10) days after such amount shall be due under this Agreement, Melvindale shall pay interest at the prime rate plus three percent (3%) annually. Any unpaid balance after sixty (60) days will be considered a full default of this Agreement. In the event that the lack of timely payment creates a working capital deficit for Dearborn requiring short-term financing, all the costs associated with executing the financing and interest to the prorated share of the Melvindale delinquent amount shall be fully billable to Melvindale and reimbursed to Dearborn. In the event Melvindale files bankruptcy or similar action, Dearborn claims will only be subordinate to Melvindale debt at the time of the filing and pension obligations, and all other priorities as required by law. Dearborn will be made whole for all amounts currently and past due under this Agreement.
- D. Beginning July 1, 2014, and each year thereafter, the annual fee to Melvindale for the services provided under this Agreement will be adjusted by the April 12 month CPI-W (Urban Wage Earners and Clerical Workers) multiplied by a factor of 2.37.

A look back calculation and adjustment will be performed pursuant to Appendix D, subject to the annual adjustment calculations for revenues and pursuant to Appendix E. The June twelve (12) month CPI-W shall be used for the "look-back" calculations. For ALL the annual adjustment calculations revenues will:

1. Only include revenues generated directly by the Dearborn Fire Department;
2. Exclude State Shared Revenues, taxes, and similar revenues regardless of future tagged allocations;
3. Exclude the annual Melvindale Fire Service Payment to Dearborn; and
4. Include grants ONLY to the extent that supplemental appropriations are included on the expenditure side of this calculation.

For ALL look-back variances, the impact will be applied prospectively over five (5) years as a separate component (supplemental or credit amount) of the billing and not double counted for the next look-back review. Each look-back will be compared to the base billing for that period exclusive of any prior period look-back adjustment.

SECTION TWELVE

Fire/EMS Revenues

Dearborn shall manage all reporting responsibilities, billing, and collections and retain all service fees related to revenue generation for the Dearborn Fire Department – Melvindale Station. Melvindale shall adopt the current billing schedules utilized by Dearborn. Any new service related revenues or opportunities presented to Melvindale will be approved by Dearborn and all costs and revenues shall be the responsibility of and be retained by Dearborn.

SECTION THIRTEEN

Default

Either Party shall be in default of this Agreement if it (1) fails to timely pay the other Party any amount due under this Agreement; (2) fails to perform any other obligation required under this Agreement; or (3) seeks authority from the Michigan Governor and Michigan Treasurer to proceed under title 11 of the United States Code or similar action. The Parties must simultaneously notify each other of any such filing. If a default is not cured within thirty (30) days from the date of written notice provided by the non-defaulting Party to the defaulting Party, the non-defaulting Party may:

- A. Terminate this Agreement;
- B. Refrain from providing any further services or performing under this Agreement;
- C. Declare all unpaid amounts owed under this Agreement immediately due and payable

- without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the defaulting Party; and
- D. Exercise any and all rights and remedies available to it under this Agreement or applicable law.

SECTION FOURTEEN

Miscellaneous Conditions

- A. The name of the consolidated Department shall be the Dearborn Fire Department.
- B. Any vehicles regularly operating out of the Melvindale Fire Station may have the Dearborn Fire Department logo displayed on the apparatus with "Melvindale Station" displayed underneath.
- C. Signage referring to the presence of the Dearborn Firefighters may be displayed on the Melvindale Fire Station.

SECTION FIFTEEN

Additional Parties

Dearborn reserves the right to consolidate fire services or enter into service agreements with other municipalities.

SECTION SIXTEEN

Dispute Resolution

If a dispute arises between the Parties concerning any terms or conditions of this Agreement, the following procedure shall be utilized to resolve the dispute:

Step One: Meeting between the Administrator/Chief Elected Official and Fire Chief.

Step Two: Meeting between the Elected Officials.

Step Three: Mediation

Step Four: Arbitration.

In the event that mediation occurs, the Parties shall mutually agree upon a Mediator. In the event arbitration occurs, the Parties shall mutually agree upon an Arbitrator. In the event the Parties are unable to agree on a Mediator or Arbitrator, then the applicable American Arbitration Association rules and procedures for choosing a Mediator or Arbitrator shall apply. Any decision by an arbitrator shall be legally binding and final. The Parties shall split equally the total cost of Mediators and Arbitrators and each Party shall bear their own costs incurred during the dispute resolution process.

SECTION SEVENTEEN

Integration and Binding Effect

This Agreement sets forth the entire understanding of the Parties; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the Parties before the date of this Agreement.

This Agreement shall be binding upon and inure to the benefit of any successor entity, which may assume the obligations of any Party hereto.

SECTION EIGHTEEN

Validity, Headers and Dates

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

Except as provided in Section Six (F), for purposes of this Agreement, the word "days" means a business day (which is a day, other than a Saturday, Sunday or a federal holiday). In addition, if any due date in this Agreement falls on a Saturday, Sunday or federal holiday, the due date is the next regular business day.

SECTION NINETEEN

Notices

All notices hereunder shall be in writing and shall be served either personally, by registered mail or certified mail to the Parties, at such addresses as may be designated from time to time, or to other such addresses as agreed upon.

SECTION TWENTY

Governing Law and Non-Discriminatory Services

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Michigan.

Dearborn shall not, while rendering the services provided herein, favor the citizens and property of Dearborn to the detriment of citizens and property of Melvindale.

Each Party shall remain legally responsible for compliance with or enforcement of any law, regulation or ordinance, which that Party is obligated to comply with under federal, state or local law.

SECTION TWENTY-ONE

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION TWENTY-TWO

Amendments and Assignment

This Agreement may only be amended in writing by consent of all the Parties hereto. This Agreement may not be assigned nor sublet in whole or in part by any Party without the prior written consent of the other Party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any Party to this Agreement.

SECTION TWENTY-THREE

Recitals, Schedules and Exhibits

The recitals, schedules, exhibits and appendices contained in and attached to this Agreement are hereby made a part of this Agreement and are incorporated in this Agreement by the respective references to them, whether or not they are actually attached.

SECTION TWENTY-FOUR

Waiver

The waiver by any Party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

SECTION TWENTY-FIVE

Early Termination

Except as otherwise provided in Section Thirteen of this Agreement, this Agreement shall not be terminated at any time during the first four (4) years of the Initial Term of this Agreement. Thereafter, this Agreement may be terminated by either Party during the Initial Term or during any Renewal Term (except for a Renewal Term year, which may be terminated in accordance with Section Five of this Agreement) on not less than one (1) year written notice to the other Party. The notice of termination shall not relieve Melvindale of its obligation to pay Dearborn as set forth herein or of Dearborn from its obligation to provide services as set forth herein during the notice period. The Parties may mutually agree to terminate this Agreement on other terms and conditions as provided for in a mutual termination agreement.

Unless terminated due to a default as provided in Section Thirteen or terminated in accordance with a mutual termination agreement, or terminated pursuant to a court order, upon written notice of termination during the Initial Term or any Renewal Term, or written notice of non-renewal pursuant to Section Five of this Agreement, the following shall apply:

- A. Melvindale will continue to pay Dearborn for services and Dearborn shall continue to provide services until a transition has been completed separating Dearborn and Melvindale fire and emergency services, not to exceed two (2) years from the date the terminating Party has provided notice to the non-terminating Party in the case of termination during the Initial Term or Renewal Term.
- B. Prior to any effective date of termination, ownership of all Vehicles and equipment transferred pursuant to Section Eight shall be returned to Melvindale in "as is" condition. Any Vehicles or equipment purchased by Dearborn subsequent to the Consolidation Date will be the sole property of Dearborn.
- C. The Lease between Melvindale and Dearborn for the Facility shall be canceled and the Lease shall run month-to-month until the effective date of termination.
- D. Other than as provided for in this Section, all costs such as signage, insurance, uniforms, advertising, hiring non-Migrating Employees, supplies, etc., required to develop and implement a freestanding fire department in Melvindale, shall be borne by Melvindale; all costs such as hiring replacement officers in Dearborn, advertising, leases, construction of new fire house, supplies, etc. required to fully separate Dearborn's fire and emergency services from Melvindale, shall be borne by Dearborn.

E. Nothing in this Agreement, whether express or implied, is intended to confer any third party beneficiary or any other rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any Party to this Agreement.

SECTION TWENTY-SIX

Insurance

Melvindale shall be responsible for maintenance of insurance on all Vehicles and Equipment until all Equipment and Vehicles are transferred to Dearborn. Thereafter, Dearborn shall be responsible for maintenance and insurance on all Vehicles and Equipment along with any replacement Vehicles and Equipment. Melvindale shall be responsible for maintenance of insurance for Melvindale's Fire Station. Each Party shall name the other Party as an additional insured under their respective insurance policies.

Each Party shall furnish the other Party appropriate documentation showing that such coverage is in effect and that the Parties are named as additional insured on the policies, as applicable.

SECTION TWENTY-SEVEN

Transition Period

If an agreement is reached prior to September 1, 2013, the Fire Chief has the discretion to begin implementation of the terms of this Agreement and begin the consolidation of the Dearborn Fire Department. However, each municipality shall remain responsible for funding its respective fire and emergency services until the Consolidation Date.

SECTION TWENTY-EIGHT

Indemnification

Melvindale hereby agrees to indemnify and hold harmless Dearborn, its elected and appointed officials, officers employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or

contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part by reason of any act, omission, fault, or negligence, whether active or passive, of Melvindale or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Dearborn, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify and hold harmless Dearborn, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence or willful misconduct of the City of Dearborn, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Melvindale shall reimburse Dearborn, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event Melvindale employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Melvindale's responsibility to require and confirm that each sub-contractor enters into an indemnity agreement in favor of Dearborn, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the indemnifications provided herein.

Dearborn hereby agrees to indemnify and hold harmless Melvindale, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Dearborn or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Melvindale, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify and hold harmless the City of Melvindale, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence or willful misconduct of Melvindale, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

In the event Dearborn employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by the Agreement, it shall be Dearborn's responsibility to require and confirm that each sub-contractor enters into an indemnity agreement in favor of Melvindale, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the indemnifications provided herein.

Each Party shall be solely responsible for any liabilities or claims arising out of its acts, or acts of its officers, employees or agents occurring prior to the Consolidation Date. This includes, but is not limited to, general claims related to service, employee medical claims, employee claims for existing workers' compensation, and any workers' compensation claims that are currently being paid.

Dearborn will not accept, inherit, or otherwise be held responsible for any legacy retirement cost associated with pensions or other retirement income and retiree health care that have accrued prior to Consolidation Date.

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SECTION TWENTY-NINE

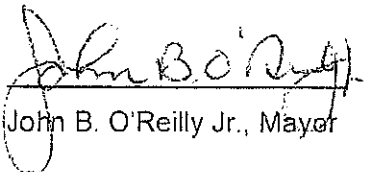
Attest

The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this Agreement to which this signature page will be attached, and agrees to be a Party thereto and be bound by the terms thereof.

This Signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or any other manner approved by law, a copy of which is attached hereto.

CITY OF DEARBORN

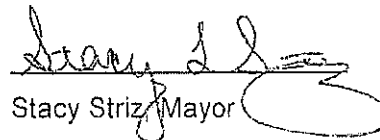
Political Entry


John B. O'Reilly Jr., Mayor

7/19/13
Date

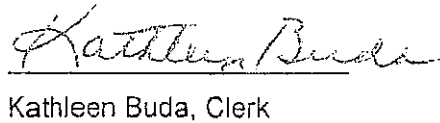
CITY OF MELVINDALE

Political Entry

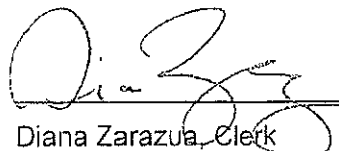

Stacy Striz, Mayor

7/26/13
Date

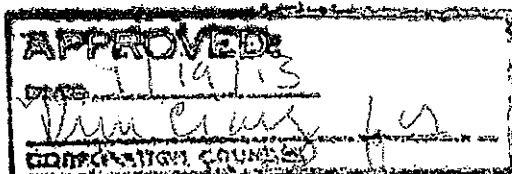
ATTEST:


Kathleen Buda, Clerk

7-19-13
Date


Diana Zarazua, Clerk

7/24/13
Date



(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)



City of Melvindale

3100 Oakwood Boulevard • Melvindale, Michigan 48122
(313) 429-1040 • Fax (313) 383-3993 • www.melvindale.org

June 25, 2013

Fire Chief Seven Densmore
Melvindale Fire Department
3160 Oakwood Blvd.
Melvindale, MI 48122

Re: City of Melvindale Fire Consolidation with the City of Dearborn

I hereby certify that the following resolution was adopted by the City Council of The City of Melvindale at a **regular** meeting held on June 19, 2013:

13-06-132: Moved by Cybulski and supported by Louvet to approve the following resolution as presented:

WHEREAS: The City of Melvindale wishes to consolidate fire services with the City of Dearborn; and

WHEREAS: Both the Melvindale (L1728) and Dearborn (L412) fire unions have indicated their support for a Dearborn-Melvindale fire service consolidation through separate votes, and

WHEREAS: Full consolidation is expected by September 1st, 2013 however operations will begin to merge in stages, starting the day after both cities approve an agreement. Community Grant Assistance Program (CGAP) funds awarded from the State of Michigan for this consolidation will be utilized for the purchase of required equipment in order to facilitate full consolidation, and

WHEREAS: The City of Melvindale and the City of Dearborn find that it is in the mutual best interests of their municipalities and citizens to provide the consolidated services pursuant to the terms and conditions set forth in the Fire Department Consolidation Agreement Between the City of Dearborn and the City of Melvindale, as approved by the City of Dearborn on June 11, 2013 (Agreement) and provided to the City of Melvindale City Council members on June 14, 2013; and

WHEREAS: The Cities have negotiated the Agreement for the provision of fire services to the City of Melvindale with the City of Melvindale paying the City of Dearborn \$1,250,000 annually in conjunction with an annual adjustment factor; and

WHEREAS: The primary operational benefits to the City of Melvindale by entering into this Agreement include the following:

- Cost savings to the City, which is projected to assist in the City's deficit elimination;
- Equal or better service to the residents of the City;
- Equal or better fire and rescue equipment;
- Potential for lower insurance rates for the residents of the City due to Dearborn's elevated ISO rating.

NOW, THEREFORE, BE IT RESOLVED: That the Agreement, as presented to Melvindale City Council, be, and it is hereby approved. Under the terms of the Agreement the City of Melvindale agrees to pay the City of Dearborn an annual fee of \$1,250,000 to provide fire and emergency medical services with an annual adjustment pursuant to the terms of the Agreement as presented; and further

RESOLVED: That the current Melvindale Firefighters shall become employees of the City of Dearborn Fire Department. Migrating staff shall be placed in the most equivalent position within the Dearborn Fire Department in terms of pay and rank. Under the terms of the Agreement, Melvindale shall retain the contractual obligation and provide retiree benefits to the most senior seven members. The migrating employees may enter into one of the retirement plans available to current Dearborn firefighters.

RESOLVED: That under the terms of the Agreement, Melvindale will transfer ownership of its primary fire engine, primary rescue, utility SUV and related equipment to Dearborn (specifically excluded from the vehicles to be transferred to Dearborn are Melvindale's antique fire engine and 1992 reserve fire engine, which shall remain in the ownership and possession of Melvindale). Once these items are replaced or deemed obsolete they will be returned to Melvindale; and further

RESOLVED: That Dearborn shall lease the Melvindale Fire Station for an annual fee of one dollar. Melvindale remains responsible for all general and capital maintenance, snow plowing grass cutting and exterior maintenance. Dearborn will be responsible for the payment of water, gas, and electric utilities at the fire station, shall insure the fire station as a tenant, shall maintain the interior in relation to cleanliness, light maintenance and small cosmetic repairs, and painting; and further

RESOLVED: That under the terms of this Agreement Dearborn shall provide a minimum of four firefighters daily and maintain one engine company and one rescue company at the Melvindale fire station. Under the terms of this Agreement, Dearborn shall provide Melvindale a level of service that Melvindale currently enjoys. The closest companies shall respond to any emergency regardless of borders. All staff shall have the same training requirements and possess the same job skills; and further

RESOLVED: That after an initial four year term, either party may terminate with not less than one year written notification to the other party. Should either party be in default of this Agreement the non-defaulting party may: terminate the agreement, refrain from providing further services, declare all unpaid amounts immediately due and exercise any and all rights and remedies available to it under the agreement or applicable law; and further

RESOLVED: That the Mayor is hereby authorized to execute the formal Agreement as presented to City Council; and further

RESOLVED: That this resolution be given immediate effect so Dearborn and Melvindale can begin merging in stages to meet the September 1, 2013 consolidation date; and further

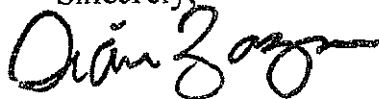
RESOLVED: That all of the recitals contained in the preamble to these resolutions are hereby incorporated into the resolutions.

YEAS: Hess, Louvet, Cybulski

NAYS: Marsee, Barnes

ABSENT: Balderas

Motion Passed

Sincerely,


Diana Zarazua
City Clerk

CLOSING CHECKLIST

MELVINDALE/DEARBORN FIRE CONSOLIDATION

	<u>Item</u>	<u>Responsibility</u>	<u>Due Date/Status</u>
1	Revise Melvindale Ordinance to same rates and fees as Dearborn and adopt IFC and other ordinances to correlate with Dearborn.	Corinne Galusky Steve Densmore Joseph Murray	First Reading will be August 7. Second Reading will be August 21. Will be effective 9/10/13.
2	Letter of Understanding Regarding Notices, Densmore Pay, Vehicle Requirement, etc.	Kim Craig Corinne Galusky	08/07/13
3	Current Pay Scale, Rank, Date of Hire, Date of Birth Report of Melvindale Firefighters to Jim O'Connor	Ryan Massolia Richard Ortiz	Completed 7/19/13
4	Sick Bank and Vacation Bank Report of Melvindale Firefighters to Jim O'Connor	Ryan Massolia Richard Ortiz	07/31/13 Sent to O'Connor 8/15
5	Election of Sick Bank and Vacation Bank purchase	Firefighters Jim O'Connor	08/24/13 or sooner
6	Payout agreements for banks, longevity pay, etc. to firefighters	Richard Ortiz	08/24/13 Union has information and will respond by 8/1/13.
7	Health Care Payments Through 09/30/13 for Melvindale firefighters	James Beri	08/24/13 Ryan Massolia to complete health care termination forms effective 10/01/13.
8	Retiree Health Care Actuarial Seven Lowest Seniority	Jim O'Connor	Completed 7/11/13
9	Lump sum contribution to Dearborn to purchase Retiree Health Care Credits based on Actuarial received for seven lowest seniority. Lump sum contribution to Dearborn for purchased sick days and vacation days.	Richard Ortiz	09/01/13 N/A for Healthcare. Sick day and vacation day purchase in process.
10	Retiree Pension Actuarial – Seven Highest Seniority	MERS Corinne Galusky	07/01/13 N/A
11	Title to Fire Engine, Ambulance, Utility SUV and Equipment on Appendix C. Bill of Sale with Reversion Clause.	James Beri Corinne Galusky	08/24/13
12	Insurance coverage transfer on vehicles and equipment and naming of additional insured on each policy	James Beri Licia Yangouyian	Completed 7/19/13
13	Lease Agreement for Melvindale firehouse	Kim Craig Corinne Galusky	08/24/13 Draft of Lease received from Dearborn 7/23/13. Comments sent to Dearborn 8/17.
14	Utility Bills – Change in Name	Jim O'Connor Jim Beri	08/24/13 Final readings should take place 8/24.
15	Proof of Rental Insurance on firehouse	Licia Yangouyian Jim Beri	08/24/13

August 17, 2013

16	Assignment of Mutual Aid Agreements and all revenue generating agreements (AccuMed, etc.)	Kim Craig Corinne Galusky Joe Murray Jim O'Connor	09/01/13 Working with AccuMed to cancel Melvindale agreements
17	Set up electronic funds transfer to Dearborn account and make first payment to Dearborn	Richard Ortiz James Beri	08/01/13 EFT information sent to Dearborn week of 7/22/13. Payment made 7/31/13.
18	Change name on fire trucks and building	Joe Murray Steve Densmore	09/01/13



DEARBORN FIREFIGHTERS
IAFF LOCAL 412
2350 MONROE, DEARBORN, MI 48124
WWW.DEARBORNFF.ORG
313-718-2412



IAFF Local 412, Dearborn Firefighters Local Absorption Guideline for Mergers

Rank Seniority:

This guideline shall recognize that current Local 412 members worked hard to become Local 412 Dearborn Firefighters and have gone through the Dearborn Fire hiring process and promotional systems to get to where they are at in their career. This guideline shall also recognize that the local being absorbed by Local 412 is comprised of IAFF brothers and sisters. Current Local 412 members shall receive credit for already being a Dearborn Firefighter, but also IAFF members being absorbed into Local 412 shall be recognized and receive credit for being union brothers and sisters performing the same profession.

For rank/classification placement, the Local 412 Executive Board shall select the most comparable job classification to the Dearborn Fire Department to their current position using the following factors.

1. Compensation comparison
2. Rank comparison/duties they perform 80% of the time
3. Time on the job as an IAFF member from the merging Local

Once the most equivalent position is chosen using the above criteria, the following shall be used for separate Dearborn ranks/classifications: Battalion Chief, Captain, Lieutenant, Firefighter III, Firefighter II, Firefighter I, and Probationary firefighter.

For all ranks/classifications, members shall effectively be "zippered" into Dearborn Fire rank/classification. They shall be placed in to similar ranks by rank date seniority being taken into consideration in Dearborn seniority placement.

Department Seniority:

Department seniority will begin the day the Local(s) members are sworn in as Dearborn Firefighters for layoff. Their original, previous Merger Fire Department (IAFF) hire date will be used for determining their hire date seniority in Dearborn. Their previous Merger Fire Department hire date will be used for retirement eligibility date, longevity, promotional seniority credits, and time accruals. New hires that take place after any consolidation will be added to the bottom of the combined seniority list.



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Probationary Period:

Members absorbed by Local 412 shall only need to complete the same probationary period as Dearborn Firefighters. Local 412 supports their probationary time served at their former Department shall be counted as probationary time served towards probation in Dearborn. (There is not an additional probation in Dearborn)

Accumulated Benefits:

Once the merger is complete, former Merging Local members shall immediately begin receiving all benefits permitted under Local 412's labor contract with the City of Dearborn. Former Merging Local members will receive all the same benefits as Local 412 members.

Job Assignments:

Merging Local Captains shall not act as shift Battalion Chief for the period of one year from the date the consolidation takes effect. Merging Local Lieutenants shall not act as Station Commander/Captain for the period of one year from the date the consolidation takes effect.

It is understood that all absorbed members shall operate completely as Dearborn Firefighters and use Dearborn standard operating procedures and current traditional methods.

Promotional exams:

The following rules apply to members of former Local 412 and former members of the Merging Local(s):

Former members of the Local will be eligible to take promotional exams after the consolidation occurs and they meet the same time in grade as a Dearborn Firefighter as required per each promotion posting. Their Members original hire date from their previous Department shall be used for their seniority credits in promotional scoring.

At the date of the merger, former Local members with more rank than a Firefighter II shall use the following method for acquiring their Firefighter II seniority date. The former Local members shall use the closest junior firefighter II's date, minus one day.

Executive Board:

When the merger is complete, former local members shall be members of Local 412. They shall be represented by the Local 412 Executive Board and governed by the Local 412 Constitution and Bylaws.



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Dues:

The Merging Local(s) shall recognize that once the merger into Local 412 is complete, they shall agree to the Local 412 dues structure.

Liabilities:

The Local(s) merging into Local 412 shall dissolve and merge completely into Local 412.

The officers of the Local(s) shall provide copies of their most recent audited financial statements and its affiliated entities to the officers and members of Local 412 for their full and complete review.

The Local(s) shall notify Local 412 of any liabilities of their Local(s) beyond those disclosed in its financial documents and/or during merger discussions with Local 412.

The officers of the Local(s) shall provide the officers and members of Local 412 with documents identifying all assets owned by the Local(s).

The officers of the Local(s) shall represent to the officers and members of Local 412 that the Local(s) have no outstanding liabilities not previously identified, including by not limited to, loans, judgments, potential litigation liability, mortgages, contracts, and/or unpaid dues assessments.

Officers of the Local(s) agree that, as of the date the merger becomes effective, all per capita dues, assessments, fees, etc. will be current with the IAFF, PFFI, and other AFL-CIO labor organizations.

Closing:

The parties shall agree to the terms of this agreement which will be presented to their employers as a proposal to absorb fire departments in to Dearborn Fire Department. Neither Local party shall waive its rights as exclusive bargaining representatives or rights to the fullest extent of the law currently held by either local.

LEASE AGREEMENT FOR MELVINDALE FIRE STATION

THIS LEASE AGREEMENT ("LEASE AGREEMENT"), made and entered into this 23rd day of August, 2013, by and between the MELVINDALE BUILDING AUTHORITY, a Michigan non-profit municipal corporation, 3100 Oakwood Boulevard, Melvindale, Michigan 48122, (hereinafter "Lessor"), and the CITY OF DEARBORN, a Michigan Municipal Corporation, 13615 Michigan Avenue, Dearborn, Michigan 48126 (hereinafter "Lessee"), establishes the following terms, conditions, performance, obligation and covenants between the parties.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned agree as follows:

1. Lessee has entered into an agreement with the City of Melvindale whereby the Melvindale Fire Department and the Dearborn Fire Department will be consolidated and Dearborn will provide fire services to Melvindale pursuant to the terms of that certain Fire Department Consolidation Agreement Between the City of Dearborn and the City of Melvindale dated July 26, 2013 (hereinafter "Consolidation Agreement"). The Consolidation Agreement provides that Lessee will lease the Melvindale fire station located at 3160 Oakwood Boulevard, Melvindale, Michigan. The fire station will be identified as "Dearborn Fire Department-Melvindale Station."

2. Description of Premises. Lessor hereby leases to Lessee the following described property (hereinafter "the Premises"), in the City of Melvindale, County of Wayne:

Legal description attached as Exhibit A.

3. Term. Pursuant to and during the term of the Consolidation Agreement, including any renewal periods, Lessor agrees to lease its fire station to Lessee for provision of fire services. Any disputes or alleged default(s) will be resolved pursuant to Section Sixteen of the Consolidation Agreement. The term of the Lease Agreement will begin on August 25, 2013. The Lease Agreement will be executed pursuant to the Council resolutions approving the Consolidation Agreement that provides for this Lease Agreement in Section Nine.

4. Rent. Lessee shall pay annually to the Lessor, at the Lessor's place of business as specified in the notice section of the Consolidation Agreement or at such other address as the Lessor may from time to time designate pursuant to the terms of the Consolidation Agreement, rent at the rate of one dollar (\$1.00) per year. Payments are to be made annually on August 25, 2013 for the first partial year and annually July 1, thereafter.

5. Specifications.

A. Lessor shall retain ownership of the Premises. At its sole cost and expense, Lessor shall be responsible for any and all real estate taxes, general and capital maintenance,

repair, and replacement for the building and grounds. This includes all the structural components of the building (roof, walls, windows, foundation, bay doors, driveways, parking lot, etc.) and mechanical systems (exhaust, electrical, plumbing, heating/cooling and ventilation, etc.).

- B. Lessor will provide adequate technological infrastructure including, but not limited to, high-speed internet, at Lessor's sole cost and expense.
- C. Lessor will provide safe Premises and grounds for the firefighter employees. If there exists a dispute between the Parties as to the condition and/or maintenance of the Premises and/or grounds or any other provision of this Lease, the dispute resolution process in Section Sixteen of the Consolidation Agreement shall apply.
- D. The Lessee shall alert Lessor in writing of any concerns it has with the conditions of Lessor's Premises as soon as Lessee becomes aware of the condition.
- E. Other than through eminent domain or fire or other casualty, if at any prospective point in time the Premises is deemed obsolete or does not physically or operationally meet the needs of the Lessee, the Parties agree to meet and confer about a replacement station and the effect on the level of service to Lessor. If there exists a dispute between the Parties as to the level of service due to a replacement station, or any other provision within this section, the dispute resolution process in Section Sixteen of the Consolidation Agreement shall apply.

6. Snow Removal and Grass Cutting. The Lessor, is responsible for and, shall provide salting and snow removal, grass cutting, and similar exterior maintenance at the Premises, at its sole cost and expense.

7. Utilities and Maintenance. The Lessee will be responsible for the payment of water, gas, and electric utilities at the Premises. Lessee shall maintain the interior of the Premises in good condition and repair, at its expense, including but not limited to painting, cosmetic repairs, cleanliness, decorations. Any alterations must be approved by Lessor in writing.

8. Insurance. Lessor shall maintain insurance coverage for the Premises and its contents for the term of this Lease Agreement. Lessor shall maintain general liability insurance for its exposures as an owner and landlord. Lessee shall maintain general liability insurance for its exposures as a tenant on the Premises. Each party shall name the other party as additional insured with respect to the general liability coverage.

9. Use. Lessee shall occupy and use the Premises for the purpose of housing fire crews, emergency medical personnel, fire apparatus, equipment and other community related services performed by Lessee through its Fire Department. The Premises may also be used for miscellaneous incidental purposes related to the performance of fire prevention and suppression. If Lessee desires to occupy and use the Premises for other purposes, it must obtain Lessor's prior consent in writing. Lessee will not use the Premises in any manner that violates the city of Melvindale's building code or applicable laws.

10. Termination. Except for eminent domain or fire or other casualty, Termination will be consistent with termination provisions in Section Twenty-five of the Consolidation Agreement and the notice provisions set forth therein shall apply. Termination Notice by either party of the Consolidation Agreement shall also serve as Termination Notice of this Lease Agreement.

11. Oral Agreements Not Enforceable. This Lease Agreement and the Consolidation Agreement, where referenced herein, contain the entire agreement of the parties with respect to this subject matter. This Agreement may not be modified except by a written document signed by the parties.

12. Notice. Notices shall be given pursuant to the provisions of the Consolidation Agreement.

13. Holding Over. If Lessee remains in possession of the Premises after the term of this Lease Agreement, with the consent of Lessor, it will occupy the Premises as a holdover Lessee on a month-to-month basis. Lessor may withhold its consent to holdover in its sole discretion. If Lessor consents to the holdover, Lessee is subject to all the covenants of this Lease Agreement to the extent they can be applied to a month-to-month tenancy. This covenant does not preclude Lessor from recovering damages if Lessee fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the term of this Lease Agreement. If Lessee holds over after the expiration of the term without Lessor's consent, Lessee is liable for all damages that are proven by the Lessor to be directly attributable to the holdover. Lessee is not liable for any consequential damages or damages to third parties resulting for the holdover.

14. Liens. Lessee must keep the Premises free of construction or other liens. Lessee will hold Lessor harmless against any liens that may be placed on the Premises, except those attributable to the acts of Lessor. If a lien is filed against the Premises as the result of any action undertaken by Lessee, Lessee must discharge the lien within 10 days after receiving notice of the lien. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessee must pay immediately on a demand from Lessor.

15. Indemnification. Lessee will indemnify and defend Lessor against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or

property damage relating to (a) the use or misuse of the Premises by Lessee or its agents, contractors, or invitees. Lessee's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Lessor or from Lessor's intentional misconduct.

16. Fire or other casualty. Lessee must give Lessor notice of fire or other casualty on the Premises. In addition to the written notice, Lessee must immediately and with all diligence attempt to contact Lessor by all means available, including telephone, pager, fax, and e-mail, to inform Lessor of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Lessor may terminate this Lease Agreement by notice to Lessee. The notice of termination must be given within 30 days after the occurrence of the casualty. Within 10 after the notice of termination has been given, Lessee must surrender the Premises to Lessor. After the surrender, each party is released from any further obligations under this Lease Agreement, with the exception that all rent accruing through the surrender date must be paid in full. Lessee has no obligation to pay any rent accruing after the surrender date. If Lessor does not exercise this option within the designated period, Lessor must diligently proceed to repair and restore the Premises to its condition before the casualty.

17. Eminent domain. If 50% or more of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, this Lease Agreement will automatically terminate as of the date that title is vested in the condemning agency. Notwithstanding this termination, Lessee is required to pay rent through the date that it actually surrenders possession of the Premises. If Lessor is notified in writing by a condemning agency that less than 50% of the Premises will be taken through eminent domain, Lessor may terminate this Lease by providing written notice to Lessee. Within 10 days after Lessor notifies Lessee that Lessor is terminating this Lease, Lessee must surrender possession of the Premises to Lessor. After Lessee surrenders possession, the parties' obligations under this Lease are terminated, provided that Lessee surrenders possession in accord with this Lease and pays rent through the date of surrender.

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Lessor and Lessee agree that all compensation paid for the Premises, including any value of Lessee's leasehold interest in the Premises, will be paid to and be the property of Lessor

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Lessee has no claim against Lessor for the value of any unexpired term of this Lease Agreement.

18. Assignment and Subletting. Lessee will not assign this Lease or sublet the Premises without the prior consent of Lessor, which may not be unreasonably withheld.

19. Condition on Termination. Upon the termination of this Lease Agreement, Lessee will promptly deliver all keys for the Premises to the Lessor. Lessee will deliver the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Lessee's expense. Lessee will reimburse all expenses paid or incurred by Lessor in connection with repairing or restoring the Premises to the designated condition immediately on demand. Lessee will remove its personal property and trade fixtures from the Premises immediately on termination. Lessee represents that it is Lessee's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Lessee. Lessor may sell, discard, or keep such personal property and trade fixtures as it deems appropriate in its sole discretion. Lessee will reimburse all expenses paid or incurred by Lessor in connection with removing Lessee's personal property and trade fixtures immediately upon Lessor's demand.

20. Construction and Interpretation. This Lease Agreement will be construed in accord with Michigan law. If any section or provision of this Lease Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in this Lease Agreement shall not be affected or impaired. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach.

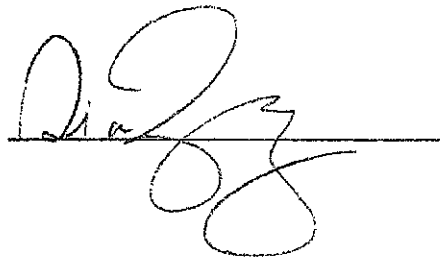
21. Authorized and Binding. Lessee and each person executing this Lease Agreement on behalf of Lessee warrants and represents to Lessor that it has full power and lawful authority to enter into this Lease Agreement and the execution of this Lease Agreement is legally binding on Lessee in accordance with its terms. Lessor and each person executing this Lease Agreement on behalf of Lessor warrants and represents to Lessee that it has full power and lawful authority to enter into this Lease Agreement and the execution of this Lease Agreement is legally binding on Lessor in accordance with its terms. This Lease Agreement is binding on successors and assigns.

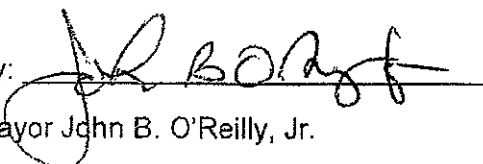
IN WITNESS WHEREOF, the parties hereto make and execute this Agreement as of the 23rd day of August 2013.

WITNESS:

CITY OF DEARBORN

As Authorized by CR# 6-336-13

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

By: 
Mayor John B. O'Reilly, Jr.

Subscribed and sworn before me

This 23 day of August, 2013.

Cynthia K. Metz

Notary Public, Wayne County Michigan

My Commission expires:

CYNTHIA K. METZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 23, 2013
ACTING IN COUNTY OF Wayne

WITNESS:

[Signature]

MELVINDALE BUILDING AUTHORITY

As Authorized by CR# 13-06-132

By: [Signature]

James S. Beri

Subscribed and sworn before me

This 23rd day of August, 2013.

Cynthia K. Metz

Notary Public, Wayne County Michigan

My Commission expires:

CYNTHIA K. METZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 23, 2013
ACTING IN COUNTY OF Wayne

s:\kcraig\fire fighters\melvindale\june 28, 2013 lease agreement7.2.13.doc

APPROVED:
DATE: 8/23/13
[Signature]
CORPORATION COUNSEL

EXHIBIT A

MUNICIPAL COVENANT DEED

KNOW ALL MEN BY THESE PRESENT: The City of Melvindale, Michigan, a Michigan municipal corporation, GRANTOR,

whose address is 3100 Oakwood Boulevard, Melvindale, MI 48122

DOES HEREBY GRANT, BARGAIN and CONVEY ITS INTEREST to:
the MELVINDALE BUILDING AUTHORITY, a Michigan municipal housing non-profit organization,

whose address is 3100 Oakwood Boulevard, Melvindale, Michigan 48122

the Premises situated in the City of Melvindale, County of Wayne, described as follows:

Outlot A
Melwood Park Sub No. 1
PC 49 L77 P4,5 WCR

also known as 3160 Oakwood Boulevard

Tax exempt pursuant to MCLA 207.505(h)(i)

Subject to all matters of record together with hereditaments and appurtenances thereto belonging and appertaining, together with easements of records and subject to easements and restrictions of record, does hereby covenants only that Grantor has not through its own act, error or omission impaired the marketability of the title thereto.

IN WITNESS THEREOF, the City of Melvindale has caused this Deed to be executed in its name on this 16 day of October, 1997.

In the Presence of:

Cynthia M. Dolan
CYNTHIA M. DOLAN

Julie E. Lilly
JULIE E. LILLY

CITY OF MELVINDALE

BY: James Kinard
JAMES KINARD

Its: Mayor

BY: Susan V. Resac
SUSAN V. RESAC

Its: City Clerk

The foregoing instrument was acknowledged before me this 16th day of October, 1997, that JAMES KINARD and SUSAN V. RESAC, on behalf of the City of Melvindale, executed this instrument.

Carolyn K. Prassey
Carolyn K. Prassey, Notary Public
County of Wayne, Michigan
My Commission Expires May 10, 2000

County Treasurer's Certificate	City Treasurer's Certificate
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When Recorded Return
To: Grantee

Send Subsequent Tax Bills
To: Grantee

Drafted By:
Randall A. Pentink
20300 Superior, Suite 230
Taylor, MI 48180

Tax Parcel # 47-005-01-0082-000 Recording Fee \$11.00 Transfer Tax Exempt - MCLA 207.505(h)(i)

cityofmelvindalehousingauthority.com