

Regular City Council Meeting

December 11, 2017

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: November 27, 2017
Approval of Bills:
Approval of Agenda
Public Comment

I. Old Business –

1. Discussion – Downtown
2. Consider resolution changing the City of South Lyon MERS Retirement Plan for New Hires in the Non-Union-Administrative employee division.

II. New Business-

1. Cable Commission Update
2. Discussion related to Joint Public Safety Building and possible funding options
3. Consider approval of Oakland County IT agreement
4. Consider resolution Changing the Nominating Petition Deadline to Coincide with Michigan Election Law
5. Consider cancellation of 2nd meeting in December scheduled for Dec. 25th.

- III. Budget**
- IV. Manager's Report**
- V. Council Comments-**
- VI. Adjournment**

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
NOVEMBER 27, 2017

Mayor Pelchat called the meeting to order at 7:33 p.m.
Mayor Pelchat led those present in the Pledge of Allegiance

Present: Mayor Pelchat, Councilmembers; Kivell, Kurtzweil, Parisien, Richards, Ryzyi, and Walton
Also present: Chief Collins, Chief Kennedy, Attorney Wilhelm, Clerk Deaton
Mayor Pelchat stated City Manager Ladner is absent due to being ill

MINUTES

Councilmember Kivell stated on page 6 Gready needs to be changed to the correct spelling of Grady.

CM 11-1-17 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Parisien, supported by Ryzyi

Motion to approve the minutes as amended

VOTE:

MOTION CARRIED UNANIMOUSLY

BILLS- NONE

AGENDA

Councilmember Kurtzweil asked if item VI should be removed because the individual isn't here because she has some questions. Attorney Wilhelm stated she wasn't intended to attend the closed session. Councilmember Kurtzweil stated for those that are new on Council a point of information is when you supply additional information to people that they may not know. She stated the OMA states a public body may meet in a closed session, it is not obligatory and a two-thirds vote is required in order to have a closed session, regardless of the purpose of the meeting and if the votes are not there, it is not required. Attorney Wilhelm stated that is an accurate reading of the OMA but not necessarily Robert's Rules of Order, and it is Council's decision by vote to do so or not.

PUBLIC COMMENT- None

PUBLIC HEARING- CDBG PY 20185 Application

Attorney Wilhelm stated this is the Community Development Block Program funds from the federal government that the City receives. He further stated the City has the ability to allocate the money for qualifying purposes and considering the City's demographics and other characteristics the City has historically allocated this money to the Senior Center and Haven. He stated by law the City must have a public hearing. Councilmember Kivell stated Haven is an organization that is dedicated to the assistance of abused women.

Mayor Pelchat opened the public hearing at 7:41 p.m.

There was no public comment made.

Mayor Pelchat closed the public hearing at 7:42 p.m.

OLD BUSINESS

1. Discussion- Downtown

11-27-17

Bob Donohue stated the Ladies Night Out was on November 17th and it was very successful. He stated the businesses had record sales and we have had really good feedback from the community and businesses. He further stated the senior downtown businesses report in the past we had 175 people in attendance and this year we had over 600 people. He stated within the first 45 minutes the 250 swag bags were already gone. He stated it is a testament to the DDA and the publicity that it was given. He stated the people and the businesses really came together for this. Mr. Donohue stated the addition of the shuttle was a great success as well. Mr. Donohue stated Small Business Saturday was a great success as well. He further stated we had two exciting events go very well. Mr. Donohue stated the press release for the ribbon cutting is Friday December 1st at 9:30 a.m. Mr. Donohue stated he has included in his report notes from the Liquor License meeting.

Councilmember Parisien asked what he has heard about the new Tim Hortons. Mr. Donohue stated it isn't in the City and he has not been there yet, but they are having the same issues as any new business opening with training and issues like that. He further stated the Hotel is having some of the same issues. Mr. Donohue stated the South Lyon Hotel will be changing the lighting and there is a lot more details that are coming along, they have a lot more coming with the interior of the building.

Councilmember Richards stated he was attending Cool Yule and he saw Bob during Ladies Night Out and he enjoyed it very much. He stated he would like to know where the People's Express Shuttle was taking people to. Mr. Donohue stated the shuttles were moving every 5 minutes, the Methodist Church and the Salvation Army were the pick-up points and they dropped people off downtown. Mr. Richards stated he doesn't think people knew that. Mr. Donohue stated the businesses were telling people and it was advertised but there is always room for improvement.

Councilmember Kurtzweil stated she is interested in the business model of the downtown. She is also looking at economic data and she is concerned about the trend with the brick and mortar stores. She stated she is shocked at how quick Amazon is eating up the market. She wonders if there is some adjustment to the business model would take some of these trends into consideration. Mr. Donohue stated he is attending workshops on that. He further stated communities that have a strong downtown are trumping the internet and we will continue to work towards getting the right mix of businesses downtown and he thinks downtowns everywhere are standing up well if they are well managed. Councilmember Kurtzweil stated she has come to realize that as she has watched the downtown in the past 20 years it is much more active now than in the past, but she wonders if we have the strength in just the South Lyon market to sustain the downtown. She stated if a new business comes in they will have to have a good internet business or we will really have to market our downtown to the surrounding areas to make our downtown a destination. Mr. Donohue stated we are looking at our market and will be getting a new market analysis this year as well. Our market stretches out to Milford, Green Oak, Salem and Lyon Township. He further stated the internet is becoming a large component for businesses, but many people still like to touch and feel things before they purchase them. He further stated he feels strong we will gain 2-4 more retail stores in the next 6 months or so. He also believes we will score one of the restaurants we have been trying to get. Councilmember Kurtzweil stated Mr. Donohue is doing a fabulous job.

Councilmember Kivell stated Amazon can't compete with restaurants so we do have that. He then asked Mr. Donohue if there has been any feedback on the no truck turns in town. Mr. Donohue stated he has had great feedback and the Police Department is doing a great job. He further stated families are very happy about that as well. Councilmember Kivell stated he is happy people are recognized for what it is.

Councilmember Kivell stated he thinks it would have been great to have Mr. Donohue here before now, but he doesn't believe the impact would be as profound as it has been recently due to the density of the population around us is much higher than ever before.

Councilmember Walton asked what is considered the core downtown district. Mr. Donohue stated it is very small, which it was good to be conservative at the time it was formed. He further stated it consists of properties from Reynold Sweet to the railroad tracks as well as some back properties on Lake Street and Whipple. Councilmember Walton asked if we have ever considered expanding to include the thoroughfare of the town. Mr. Donohue stated if we change boundaries we could lose dollars because the County could pull back funds. He stated there is now a good masterplan that was passed and he thinks in the next few years the DDA will be giving money back to the general fund because we have a strong core with the master plan and we will see some major developments.

Councilmember Kivell stated in the past we have looked at broadening our border, but we enjoy no sunset on our DDA, and anything that occurred after we formed ours, have a sunset of 30 years. Mr. Donohue stated there is a lack of understanding that the downtowns are never finished. He stated downtowns are a living organism but higher government doesn't always understand that.

2. Consider restrictive covenant request for 128 S Lafayette

Attorney Wilhelm stated this was brought to Council in October. He stated this is the City owned parking lot in downtown which is the former Amoco site regarding a proposed restrictive covenant. Troy Sclafani of Arcadis stated the site has issues going back to the 80's and 90's. He stated there have been multiple rounds of clean up activities and analysis and there was a feasibility study done to show what can be done about the contamination levels to get the site to regulatory closure. He further stated they tried to get the MDEQ in 2013 to accept reliance on existing institutional controls such as the due care provisions which property owners are required to act with due care in managing contaminated properties, as well as the City's ordinance. He stated they reviewed the materials, the MDEQ decided while those controls are good, they want a restrictive covenant before a closure can be done. He stated that is typical of MDEQ. He further stated that will ensure any future owner of the property is notified of the conditions of the property and any conditions in managing the property. Mr. Sclafani stated there is a lot of detail in the report that summarizes the history, corrective action, and any effect of the remaining impacts of the site. He further stated over 100 samples have been collected. The contaminants that are left on the site is residual and naturally inundating. He stated there is nothing else they can do but try to get a deed restrictive covenant to ensure the property is used in a manner that is consistent with its conditions. He further stated the release was in the 80's and it continues to degrade. He stated there is no unacceptable risks for the property. He stated currently it is a parking lot, but it can be developed on. Mr. Sclafani stated getting the site closed can be done with a restrictive covenant. He further stated this is not a reliability transfer, BP has an insurance letter acknowledging their responsibility for the environmental release at the site. The insurance letter also has a hold harmless section as well. He stated the only responsibility that is transferred is the due care. He stated this will make the property more developable and marketable. He further stated this will take care of the due process that needs to take place.

Councilmember Rzyzi clarified that Arcadis is working for BP. He then asked when did the discussions begin. Attorney Wilhelm stated he believes around 2012. Councilmember Rzyzi asked if we signed this agreement if there will be some risk to the City. Attorney Wilhelm stated it depends on how you define risk. He further stated the restrictive covenant and the insurance letter needs to be reviewed and clarify in some documents that if this is approved the monitoring wells will be removed. Mr. Arcadis stated they

will be removed after everything is approved by the MDEQ. Councilmember Ryzzi asked who will be overseeing this. Attorney Wilhelm stated we will want someone to monitor this in some way. Councilmember Ryzzi stated what stands out to him is there will be some liability to the City and at the very least we will have to spend some of our resources into this, and what is standing out to him is Arcadis is offering \$15,000 for signing the restrictive covenant. He further stated BP could pay much more than that, and he wants to see how that number was determined. Mr. Sclafani stated we take a science and engineering look at it and the cost to deal with this issue is not in line with a number Councilmember Ryzzi is thinking of. He then asked if there was another number they would be interested in. He then stated Arcadis is offering the compensation, not BP. He stated this is a very small property and they have done this with many other land owners and we calculated the value of a restrictive covenant many times and he will deal with the City to look at any costs the City is looking at in return. Councilmember Ryzzi stated he wants to see a breakdown of how Arcadis came up with the \$15,000. Councilmember Kivell stated when this started, our expectation was that it wouldn't be virgin soil, but it would have been remediated to a point that would have been concluded substantially quicker than it has. He further stated we are still in the throes of tainted soil. He stated considering the vapor barriers and other contingent operations are still necessary he was hoping it could be a lesser than circumstance and that we could have turned this over to someone to put something functional for the community on the property. He asked how it doesn't create vulnerability when pulling out the wells. Mr. Sclafani stated the wells themselves create a greater risk with not removing them. He further stated the well has sand and a slotted screen in them but it is still a hole in the ground where something can get through. Councilmember Kivell stated another concern he is having is at the end of the synopsis of the declaration it states the adequacy of the corrective action in pursuant of the RC may not have been reviewed by the MDEQ. Mr. Sclafani stated it is standard practice and he has done 54 of these in Michigan alone. He further stated the protocols specify they do a restrictive review and they have a specialty task group that are governmental experts and it would be reviewed before this was all approved. He further stated they will ensure their experts agree with what Arcadis is saying, and he is sure MDEQ will approve this. Councilmember Kivell stated when he reads through the due care plan, the exacerbation of a water or gas line goes through this soil and allows the contaminate to go outside of the current foot print, it doesn't leave the City completely having no liability to remediate whatever damage may be caused by this. He further stated Arcadis and BP have buildings full of lawyers that are geared to find loopholes to hold us liable. He wants to find a solution to this, but he is reluctant to sign on this and later down the road someone doesn't take the due care they needed to and the City gets held liable. Arcadis stated the best thing to do is to put our heads together and come up with mutually acceptable terms. He stated the restrictive covenant is an extra level of security for the City. Councilmember Parisien asked how many wells are currently there. Mr. Sclafani stated 20-25. Councilmember Parisien reiterated what Mr. Sclafani stated earlier that the wells staying in place is more of a danger, she then asked who is testing the soils currently. Attorney Wilhelm stated Arcadis is testing the ground water of the monitoring wells. Councilmember Parisien asked if we can turn to BP if something goes wrong when removing the wells. Attorney Wilhelm stated the idea is Amoco is the responsible party, Arcadis is their contractor hired to try to gain a closure. He further stated Amoco has offered a reassurance letter, and if the site is closed and RC is signed that may trigger a release of Amoco from some level of liability. The assurance letter will take over with extra protection of liability and that is to the City's benefit. Councilmember Parisien stated we don't have the reassurance letter. Attorney Wilhelm stated we currently do not, but they have offered to give us a detailed letter. Further discussion was held regarding the City not having any costs regarding removing the wells and follow up. Joe Beutler of ASTI stated the non-residential criteria is less restrictive than residential. The levels there are below the residential criteria and is more restrictive. Attorney Wilhelm stated you can put a building on top of this without penetrating the contamination.

Councilmember Kivell stated the contamination is below 9 feet so a foundation for a building wouldn't disturb it. Mr. Sclafani stated it is 10 feet plus below and it is good practice to use the vapor barrier anyways. He further stated the vapor intrusion is a top topic and another reason to sign a restrictive covenant. Councilmember Richards stated it has been more than 20 years since the first wells were first put in. The City bought the property in 1995, more wells were added afterwards. He worked at the gas station years ago, and the general understanding was 40 years and the well project would be over with. They told us the results were originally good and not much contamination. Why can't the City take the worst well that is there and excavate the property and remove the contaminated soil then leave a hole there and let it air out. He asked if the DEQ would approve this instead of trying to convince a developer to purchase this property. Mr. Sclafani stated if you dig up the most contaminated wells, you will still have other wells there, and you will still be required to have a restricted covenant because of the ground water. He stated it would be an excavation of 15 feet deep in the middle of town would be quite a job. He stated you would have to truck all of the soil off site. He further stated it really isn't feasible, the first rule of thumb is do no harm and hydraulically it is feasible, but what do you inject to treat the contaminates. There will be environmental and engineering concerns. Councilmember Rzyzi stated there seems to be more questions including getting a new proposal for the payment. Councilmember Kurtzweil stated there is contamination and it exceeds some MDEQ levels, and she asked what is the risk to the City's drinking water supply. Mr. Sclafani stated they have found there is no risk to the City's drinking water supply. It doesn't extend the immediate property and looking at this vertically, the City's consultant verified there is a thick clay layer separating the City wells. Councilmember Kurtzweil asked the distance from this property to the City drinking water supply. Mr. Beutler of ASTI stated there is 2.7 miles. He stated based on the investigation that has been done, he can't say there is no risk, but the risk is minimal. Councilmember Kurtzweil stated she is trying to determine risk. She stated there has to be considerable thought given to releasing Amoco from the liability of this property. She stated she read the report but it raised some concerns for her. Mr. Beutler stated the MDEQ will not sign off on this if they think the risk is too much. Councilmember Kurtzweil stated she has no confidence in the government regarding drinking water. She further stated another problem she is having is the movement of the contaminants in the ground, she is hoping it moves out of the area over time, but she is worried about it moving toward our water supply. She is looking at the worst-case scenario, and if there is any risk, how will the City plan and deal with that. Mr. Sclafani stated he thinks the risk to the City is less with the restrictive covenant. The RC is there to notify property owners. He further stated the contaminates are not moving currently they are stuck in the site. Attorney Wilhelm stated the restricted covenant will not change the residual contaminates in the ground. The RC will put people on notice that the contaminates are there and what must be done to develop on the ground. He further stated with the assurance letter, it spells everything out to everyone. Councilmember Kivell stated he understands this isn't unique to the City. He then asked if the City is moving in the right direction and with the due caution we should be. Mr. Beutler stated based on their review the restrictive covenant is a common tool to get to the site closure and the fact you can assign the covenant to the deed, will put people on notice. It closes a significant loophole. He further stated if the documentation is lost or destroyed in years to come, the deed restriction will still be there. He also stated you can guarantee the person purchasing the property will be aware of the property and any issues. Mr. Beutler stated we know it is contaminated, and this is an appropriate remedy. This is a tool to let any future purchaser of the property know of what restrictions are there and what the history of the property is. Mr. Donohue of the DDA stated he has worked with ASTI in the past and they are spot on. He further stated he has spoken with developers that are aware of the issues on the property and feel more protected if the restrictive covenant goes through. Councilmember Kurtzweil asked if there is a way to measure the rate of the contaminates in the ground degrading. Mr. Sclafani stated there are a few tools we could use, but they don't degrade in any particular

time frame. It won't totally degrade for decades. Councilmember Kurtzweil stated it is possible at some point that the contamination will degrade at some point. Further discussion was held regarding the restrictive covenant. Attorney Wilhelm stated he and the City Manager will get more information and ask for a detailed reassurance letter and bring this to Council another time.

CM 11-2-17 MOTION TO POSTPONE UNTIL THE FIRST MEETING IN JANUARY

Motion by Parisien, supported by Kivell

Motion to postpone consideration of restrictive covenant and letter of assurance for 128 S Lafayette until first meeting in January

VOTE: MOTION CARRIED UNANIMOUSLY

3. Consider second reading of Liquor License Ordinance- request tabling until sub-committee and community input compiled

Attorney Wilhelm stated the subcommittee met on the 10th of November with various store owners and he has some feedback and they are planning on meeting again on the 30th. He is hoping to have a revised draft at a meeting after that.

CM 11-3-17 MOTION TO POSTPONE UNTIL FIRST MEETING IN JANUARY

Motion by Ryzyi, supported by Walton

Motion to postpone second reading until recommendations can be made to Council at the first meeting in January

VOTE: MOTION CARRIED UNANIMOUSLY

4. Consider resolution to amend 2016-2017 fee schedule

Dennis Smith of Safebuilt stated he is here to answer any questions Council may have regarding the building permit section of the fee schedule. Mr. Smith stated it costs \$54.00 to send an inspector to a job site. He stated normally a water heater requires 2 inspections, 1 electrical and 1 plumbing/mechanical inspection. Councilmember Kivell stated he brought this up originally a while back, and he gave the City Manager some information but for some reason it isn't included in the matrix. He further stated he thinks the \$180.00 is absurd. Mr. Smith stated that is the cost of the two \$90.00 permits. Mr. Smith stated it was recommended to change that to \$108.00. Councilmember Kivell stated Lyon Township's permit is \$78.00 He further stated the average is \$81.22. He further stated he would like to have an \$80.00 permit fee. It isn't a revenue killer to lower this fee. Councilmember Parisien asked how the fees were determined and how did we end up so much higher than the other communities. Mr. Smith stated fees are supposed to be directly attributable to cost. It is State regulated. They recommended a fee schedule in the past, but that wasn't followed, it was based on whatever budget was put in place. He further stated it costs \$54.00 to send an inspector to a site, and if we are talking about water heaters, it requires 2 inspections which is \$108.00 Mr. Smith stated we have always followed the State's lead. He stated when dealing with the old furnaces and water heaters, the permits require 2 inspections. Councilmember Parisien stated it seems we are gouging our residents and she is in favor of lowering the fees. She stated we have a small population and \$108.00 is too much. Councilmember Ryzyi stated he agrees the fee should be lower as well. He stated he doesn't think our residents should be paying any more than what the surrounding communities pay. He doesn't want to bash our water system, but we have hard water and it causes people to have to replace their water heaters. He stated this has impacted 64 people and the fee

adds to their already high cost of buying a hot water heater and hiring someone to install it. Mr. Smith stated you can decide to go to a single fee for this, as well as deciding the cost.

CM 11-4-17 MOTION TO COMBINE WATER HEATER PERMITS TO ONE \$80.00 PERMIT

Motion by Kivell, supported by Walton

Motion to combine residential water heater permits to one permit with a cost of \$80.00

VOTE: MOTION CARRIED UNANIMOUSLY

CM 11-5-17 MOTION TO COMBINE WATER HEATER PERMITS TO ONE PERMIT OF \$80.00 WITH AN EFFECTIVE DATE OF NOVEMBER 28, 2017

Motion by Kivell, supported by Parisien

Motion to combine residential water heater permits for residential to one permit for \$80.00 with an effective date of November 28, 2017

VOTE: MOTION CARRIED UNANIMOUSLY

5. Discussion- condition, current needs and future plans for rental houses located on E McHattie Park property

Councilmember Kivell stated we have a breakdown included in the packet with a large expense for replacing the roof on the rented home, but we also have a master plan, but no foreseeable when that will take place. He further stated the lawn mowing will still have to be done, the snow blowing will still have to be done regardless if there is a renter there or not. He stated we are still in the black on this property. Councilmember Ryzyi stated if they will be cleaning up the area anyway, that isn't a true cost. Mayor Pelchat stated his concern is where this will end, will there be continuous problems. He further stated when should we stop investment in the property. Councilmember Kivell stated we can keep an eye on the costs. Councilmember Ryzyi stated there would still be demolition costs. Chief Kennedy stated even if we used this home as a fire training for the fire department, there will still be a small cost for demolition. Councilmember Walton asked if we can find out how long we have been charging \$900.00 and is that market value for rentals in South Lyon, as well as when was the property last updated. She would like more information. Councilmember Richards stated Glenn is right, but he wants to add when the 3 bachelors lived there 18 years ago, the rent was \$600.00 and they had use of the garage. He further stated when the new people moved in it was set at \$900.00 and they have been there almost 8 years, and they are good tenants. He stated he remembers being in that home before the trailer park was started. He further stated the tear off is only necessary on the house, not the garage. He further stated there is some electrical repair needed, but it is up to code. He stated the mitigated costs is not accurate. Councilmember Kivell asked if there is support for directing the City Manager to get bids to replace the roof. There was support.

NEW BUSINESS

1. Consider acceptance of ZBA liaison resignation- Joe Ryzyi

Councilmember Ryzyi stated he has been the ZBA Council liaison for many years and due to family functions, he must resign.

CM 11-6-17 MOTION TO ACCEPT RESIGNATION OF COUNCILMEMBER RYZYI FROM ZBA

Motion by Richards, supported by Kivell

Motion to accept resignation of Councilmember Ryzyi from the ZBA Board

VOTE: MOTION CARRIED UNANIMOUSLY

11-27-17

2. Discussion regarding reduction of ZBA membership

Councilmember Ryzyi stated there are some benefits of keeping the number of ZBA members to 7, but there are also benefits to lower it to 5. He stated the benefit to the residents is having a Councilmember sitting on ZBA sometimes make them more comfortable to speak with them and they can be their advocate. He further stated if you reduce it to 5 members, it may be easier to get a quorum. Attorney Wilhelm stated another option is to use the State Statute with alternates being used in case there is a problem with getting a quorum. Councilmember Parisien stated she liked seeing the email from Ms. Blaha with her aspect on this issue. If Ms. Blaha is stating this, she is in favor of this too.

Councilmember Ryzyi asked if someone resigns in the future will we then have a Council liaison again. Councilmember Kivell stated that would be an option in the future if someone resigns. Councilmember Parisien stated she would like to hear from the ZBA members themselves. Discussion was held regarding having a Council liaison in the future. Council discussed asking the ZBA members for their opinions regarding this issue.

3. Consider nominations for appointment as Delegate and Alternate to SEMCOG

Discussion was held regarding postponing this item until the next meeting for more information from the City Manager.

CM 11-7-17 MOTION TO POSTPONE TO THE FIRST MEETING IN DECEMBER

Motion by Kurtzweil, supported by Kivell

Motion to postpone the appointment for delegate and alternate for SEMCOG at the first meeting in December

VOTE:

MOTION CARRIED UNANIMOUSLY

4. Donation acceptance- Maier Family \$150.00 to Fire Department

CM 11-8-17 MOTION TO ACCEPT \$150.00 DONATION FROM THE MAIER FAMILY TO THE FIRE DEPARTMENT

Motion by Kivell, supported by Walton

Motion to accept \$150.00 donation from the Maier Family to the Fire Department

VOTE:

MOTION CARRIED UNANIMOUSLY

Councilmember Kurtzweil asked if we need to discuss the issue of members of Council attending and speaking at other board meetings. Attorney Wilhelm stated to him the best practice is for Council not to attend and speak during meetings because the appearance of influence since Council appoints the members of other Commissions. Councilmember Parisien stated she understands Tim's recommendation and she understands not speaking at the meetings, but she thinks attending meetings are important. Councilmember Ryzyi stated everyone on Council are tax paying citizens and this is a publicly owned building and he thinks as long as no words are spoken, or influence given, he thinks Councilmembers should be able to attend other meetings. Councilmember Kurtzweil stated the attorney general opinion that was provided dealt with a case when a City Councilmember went to a commission and spoke on behalf of an applicant. She further stated as long as the councilmember attends a meeting and takes notes, but doesn't speak, should be fine. She further stated the Michigan Court of Appeals concluded that it is improper to address a city board regarding a petition but it doesn't state they can't attend a meeting.

She further stated there may be a carve out that may allow Councilmembers to attend other meetings and they could speak if they aren't speaking of their own interest, but the interest of the taxpayers. She stated Council needs to understand there is an exception. Attorney Wilhelm stated another scenario could be that a planning commission must make a controversial decision, but councilmembers are in the room, it could create a situation where the applicant that is denied could inject the biased of Council in a lawsuit. This isn't black and white, but his opinion is for councilmembers not to speak and attend other board meetings. Councilmember Kurtzweil stated she has sat in meetings before and listened, and she doesn't see how that could cause an argument. She further stated she thinks it has been done in the past with respect and didn't participate with the conversation. She stated her biggest argument with the Planning Commission was not having a professional minute taker. A few years ago, the minutes were useless, and maybe that has changed but to say you can rely on those documents is not clear. Attorney Wilhelm stated he agrees, but a savvy applicant could use that to their benefit and file a lawsuit. He then stated Council can disregard his advice, but he will not change his opinion. Councilmember Rzyzi stated this item is not on the agenda. Councilmember Parisien stated she sees it as part of her job to attend the other meetings. She stated she respects Tim's advice, but he will look into this further to see if there are policies we can put in place to handle this differently. Councilmember Richards stated the Planning Commission is focused on land development and the dynamics are very different than the Historic Commission. He further stated his take on this is a Councilmember can attend a meeting as long as he isn't putting his ideas into the comments or agenda. He stated if you are just making a comment he thinks it is ok. Mayor Pelchat asked if the City Attorney can do a little more research so we can discuss this at a later date.

5. Consider approval of application for CDBG funds FY2018

CM 11-8-17 MOTION TO ALLOCATE FUND FROM CDBG TO THE SENIOR CENTER AND HAVEN

Motion by Kivell, supported by Rzyzi

Motion to allocate \$31,024 to the Center for Active Adults, and \$5,000 to Haven from the CDBG funds for FY 2018

VOTE:

MOTION CARRIED UNANIMOUSLY

BUDGET

Councilmember Kurtzweil stated she has many questions on the budget as well as where we are with MERS, she was expecting a representative here tonight, but she was told the person wasn't available. She further stated how important this is to get this under control and she isn't opposed to a special meeting, this needs to be resolved as soon as possible. She further stated she has heard a rumor that the State may be working on a program to require the City to revert to a hybrid program such as they did with the schools. She further stated she is upset that this isn't resolved and the impact it is having on our employees.

Councilmember Rzyzi stated he is very disappointed as well. He stated he recalls asking Lynne during her interview if she was going to be able to help us with the MERS issue and make a recommendation and she stated yes. He further stated he is tired of waiting and this is about the employees and this Council. We still need to replace Bob Martin and if that means moving someone up internally, so be it. He stated he is at the point that we don't need to meet with MERS, Lynne should be able to make a decision and explain it to us. Attorney Wilhelm stated there are a number of different issues and it is important for MERS to be here to answer the questions Council has. He further stated the union contracts allow for the conversion for new hires, but Pat Azeltine thinks there is some strategy that needs to be done for the

union contracts. Attorney Wilhelm stated the employee, employer contribution, as well as the vesting needs to be discussed and agreed upon. Councilmember Kurtzweil stated the State will be taking care of this in the future.

Ryan Lare 760 Grand Court stated his take on this is he has had several officers approach him telling him they are over worked, they need a Clerk and he tells them he is on it, but nothing is getting done, and the City Manager isn't here and the point he wants to make is his complaint is when there is a critical meeting she isn't here.

MANAGER'S REPORT

Councilmember Ryzyi stated he has asked at the last few meetings about the Knolls of South Lyon ADA crosswalks, as well as the drains are still clogged.

Councilmember Parisien stated she wants to know when we are going to get the weekly reports.

Councilmember Richards stated he wants to know if we have enough salt for the winter. He further stated he wants to know if we received any bids for getting Hagadorn fixed yet.

COUNCIL COMMENTS

Councilmember Walton thanked everyone for coming to the meetings. She then thanked Chief Collins and Chief Kennedy for taking their time to meet with her so she can learn more about their departments.

Councilmember Ryzyi thanked everyone for coming. He then thanked the City Manager for the Mayor and Council reference manual that everyone received today. He stated there was mention of the vision session from 2016 and it was very helpful. He thinks we should have another vision session.

Councilmember Ryzyi stated he wants to stress the importance of resolving the MERS issue and it is important to get this moving along so we can get the right people in place.

Councilmember Parisien stated she appreciates Councilmember Ryzyi stating how important it is to get someone in the Water treatment plant as soon as possible. They are doing a great job, but they need leadership. She then stated the DPW does a great job as well, but they need leadership as well.

Councilmember Parisien thanked Bob Donohue and the DDA for a great job with Ladies Night Out. She then stated Cool Yule is this weekend and the parade and craft shows will be great. She then stated the High School's combined Debate Team will be having fundraiser at Alexanders tomorrow night from 5:00 p.m. to 8:00 p.m. Councilmember Parisien stated the cutest house in South Lyon is at the corner of Wells Street and 10 Mile and it is known as the Christmas House which is also a store and they have tours available.

Councilmember Kivell stated he was very happy with the weather over the Thanksgiving weekend. He stated the South Lyon Hotel and the Lake Street Tavern have been very busy. He stated the Tavern has their own clientele that they normally have but they are also getting additional traffic from the South Lyon Hotel as well. Councilmember Kivell stated the discussions Council were having regarding the billing of HRC, we should be able to have them back off and allow our employees to do the work.

Councilmember Kivell stated as of November 29th the DPW will be picking up by phone request, but he hopes they will try to get as much done as possible before the ice and snow falls. Councilmember Kivell stated he wants to give tribute to Chuck Harmon, he was a Navy Seal and a great guy and he will be really missed. Councilmember Kivell stated everyone should come into City Hall to see the quilt and fabric

show that is still happening in the South Lyon City Hall lobby. There are some really great craftsmanship that is shown.

Councilmember Richards stated he attended the memorial for Chuck Harmon and he will be sorely missed. There were medals on the wall along with pictures of him running an M60 which is mounted on a helicopter flying over the rice patties. Councilmember Richards stated the executive staff will be at Cool Yule all day Saturday, he will be there later. He stated they are also short on personnel.

Councilmember Richards stated he hopes we can get Lyon Township to put up signs at their property lines going towards Tim Hortons and he wants some understanding on the zoning. He stated they plan on building houses behind that property.

Councilmember Richards stated he hopes someone will take his place doing public comment and mentioning good things happening around town as he used to do.

Councilmember Richards stated Ladies Night Out was a success.

Councilmember Richards stated the tube mill has changed ownership, they are no longer owned by Omni. As a result of their bankruptcy, they have changed ownership and they are now owned by JJD Capital Management which is a capital management group. It is no longer MST but now called Specialty Steel Works Inc. He would like to know who the owners are now, are they cooperated in the Cayman Islands, or from Delaware, this is a hostile takeover and he is not satisfied. He stated we are all interested in transparency but he will pass this over to Tim. This is a sham. He further stated there have been various vendors in town from Omni for money owed to them in 2016 and he wonders if the City got their money. Councilmember Kivell stated they did. Councilmember Richards stated in 2013 we granted a tax abatement for 12 years for what was supposed to be a 20 million expansion their part, why did they finance 80 million. Who did that, was it the finance officers in Ohio or Omni headquarters in Florida. Why did they default on the first payment, was this planned? He then asked Attorney Wilhelm to file a motion of discovery for a crime. He then stated he wants an explanation regarding the FOIA. What about every employee whoever worked there, the retirees, they want to know what the deal was. Attorney Wilhelm stated all bankruptcy records are public records.

Councilmember Kurtzweil stated she wants to reiterate her concern about MERS and the Budget, she has been discussing this for over a year and a half. She further stated she is extremely disappointed that we aren't discussing MERS tonight but the employees concern her this isn't fair to them.

Councilmember Kurtzweil stated she had a fabulous Thanksgiving and she ran into many people from South Lyon. She stated everyone was thrilled with how great the downtown looks. If you travel down Pontiac Trail and head north and you see all the Christmas trees with the lights on, it is beautiful. She then congratulated all the DPW that decorated the downtown with the garland and it looks great.

Councilmember Kurtzweil stated the City employee appreciation party is coming up next week, please bring your spouse and it will be a great evening out.

Councilmember Kurtzweil stated the Santa letter house is up and you can drop your letter in the box because Santa does answer most of the letters.

Councilmember Kurtzweil stated she sat on the Board of Directors for Active Faith and she hopes everyone can donate to them because they do so much for our residents.

Mayor Pelchat stated he wanted to thank and congratulate our South Lyon Fire Chief who has been given the opportunity to further his career. He further stated he will be missed very much. Mayor Pelchat reminded everyone of Cool Yule and he has heard Santa is in town.

CLOSED SESSION- Pursuant to MCL 15.268 (h) of the Open Meetings Act to discuss written attorney-client privileged communication and legal opinion regarding personnel matter, which is exempt from disclosure under MCL 15.243 (g) of the Freedom of Information Act.

Council adjourned the regular meeting at 10:45 p.m.

ROLL CALL VOTE:
 Kivell- Yes
 Parisien- Yes
 Rzyzi- Yes
 Pelchat- Yes
 Richards- Yes
 Walton- Yes
 Kurtzweil- No
MOTION CARRIED

Mayor Pelchat called for a 3 minute break
 Mayor Pelchat called the meeting to order at 10:53 p.m.

CM 11-9-17 MOTION TO RECONVENE OPEN SESSION

Motion by Rzyzi, supported by Parisien
 Motion to reconvene the open session at 11:30 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

CM 11-10-17 MOTION TO USE COUNSEL FROM JOHNSON ROSATI LAW FIRM FOR PERSONNEL MATTER

Motion by Kurtzweil, supported by Walton
 Motion to use Counsel from Johnson Rosati Law Firm for personnel matter

ROLL CALL VOTE:
 Kivell- Yes
 Parisien- Yes
 Rzyzi- Yes
 Pelchat- Yes
 Richards- Yes
 Walton- Yes
 Kurtzweil- Yes
MOTION CARRIED UNANIMOUSLY

CM 11-11-17 MOTION TO REFER QUESTIONS OF PERSONNEL ISSUE TO A SUB COMMITTEE OF NOT MORE THAN 3 COUNCILMEMBERS

Motion by Kurtzweil, supported by Walton
 Motion to ask for nominations for sub-committee to discuss personnel issue of not more than 3 Councilmembers

ROLL CALL VOTE:
 Kivell- Yes
 Parisien- Yes
 Rzyzi- Yes

Pelchat- Yes
Richards- Yes
Walton- Yes
Kurtzweil- Yes
MOTION CARRIED UNANIMOUSLY

CM 11-12-17 MOTION TO NOMINATE COUNCILMEMBER KIVELL TO SUB-COMMITTEE

Motion by Parisien, supported by Walton

Motion to nominate Councilmember Kivell to sub-committee

VOTE: MOTION CARRIED UNANIMOUSLY

CM 11-13-17 MOTION TO NOMINATE MAYOR PELCHAT AS MEMBER TO SUB-COMMITTEE

Motion by Kurtzweil, supported by Walton

Motion to nominate Mayor Pelchat as a member of sub-committee regarding personnel matter

VOTE: MOTION CARRIED UNANIMOUSLY

ADJOURNMENT

CM 11-14-17 MOTION TO ADJOURN MEETING AT 11:35 P.M.

Motion by Kurtzweil, supported by Walton

Motion to adjourn meeting at 11:35 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted

Mayor Pelchat

Clerk Deaton

12/07/2017 09:31 AM
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CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 11/16/2017 - 12/07/2017

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Check Date	Check	Vendor Name	Description	Amount	Status
Bank 01 GEN FUND CHECKING					
11/16/2017	72978	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	26.00	Open
11/16/2017	72979	AT&T	SERVICE FROM 11/01/2017 TO 11/30/2017	127.81	Open
11/16/2017	72980	BLUE CROSS BLUE SHIELD OF MICH	INSURANCE PREMIUM SERVICE PERIOD 12/01/ HEALTH INSURANCE PREMIUM	3,149.76 35,319.05 38,468.81	Open Open
11/16/2017	72981	CIB PLANNING	PLANNING CONSULTANT FEES	3,100.25	Open
11/16/2017	72982	CORRIGAN OIL CO.	GAS & DIESEL 10/05/2017 - 11/02/2017	5,253.51	Open
11/16/2017	72983	MATTHEW EMERY	COUNCIL MEETING - NOVEMBER 13, 2017	75.00	Open
11/16/2017	72984	EMPLOYEE HEALTH INSURANCE MGMT	ADMINISTRATIVE & AGENT FEES - OCTOBER 2 CLAIMS FUNDING - OCTOBER 2017	777.00 7,394.82 8,171.82	Open Open
11/16/2017	72985	MARTIN'S DO IT BEST	OCTOBER 2017 STATEMENT - HISTORICAL	103.34	Open
11/16/2017	72986	MWL WORKERS' COMP FUND	PAYROLL AUDIT - 07/01/2016 TO 07/01/201	3,482.00	Open
11/16/2017	72987	NATIONAL ASSOCIATION OF SCHOOL	MEMBERSHIP RENEWAL NOTICE - WALTON	40.00	Open
11/16/2017	72988	OAKLAND COUNTY ANIMAL CONTROL	SALE OF DOG TAGS - SEPTEMBER 1, 2017 TO	504.75	Open
11/16/2017	72989	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS TAX - OCTOBER 2017	460.00	Open
11/16/2017	72990	PURCHASE POWER	POSTAGE REFILL - 10/10/17	445.00	Open
11/16/2017	72991	PROVIDENCE OCCUPATIONAL	PREEMPLOYMENT HEALTH SCREEN	428.00	Open
11/16/2017	72992	SAFEBUILT MICHIGAN, INC.	OCTOBER 2017 PERMIT FEES	13,403.13	Open
11/16/2017	72993	SAFETYBELTSAFE U.S.A.	TECH SPECIAL MEMBERSHIP 2018	135.00	Open
11/16/2017	72994	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT DUE TO LIBRARY	2,993.94	Open
11/16/2017	72995	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT DUE TO SCHOOLS	20,646.93	Open
11/16/2017	72996	STATE OF MICHIGAN**	LIVESCAN FINGERPRINT FEES	210.00	Open
11/16/2017	72997	KATHY SWAN	REIMBURSEMENT FOR COOL YULE SUPPLIES	67.99	Open
11/16/2017	72998	VICTORY LANE	FLEET OIL CHANGE - #261	39.58	Open
11/16/2017	72999	WOW! BUSINESS	INTERNET FOR CITY HALL	46.97	Open
			CABLE SERVICE - DPW	128.86	Open
				175.83	
11/22/2017	73000	JIM RACE	REIMBURSEMENT FOR COST OF CHRISTMAS LIG	41.94	Open
11/22/2017	73001	ARBOR SPRINGS WATER CO., INC.	BOTTLED WATER	133.26	Open
			WATER	13.00	Open
				146.26	
11/22/2017	73002	LLOYD COLLINS	PAYROLL CORRECTION	438.16	Open
11/22/2017	73003	CONSUMERS ENERGY	NATURAL GAS - SERVICE PERIOD 10/19/2017	150.79	Open
11/22/2017	73004	LISA DEATON	EMPLOYEE REIMBURSEMENT - MILEAGE TO PON	37.13	Open
11/22/2017	73005	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTION - NOVEMBER 2017	211.28	Open
11/22/2017	73006	JOHNSON, ROSATI, SCHULTZ &	MICHIGAN TAX TRIBUNAL MATTERS THROUGH O CITY ATTORNEY RETAINER WORK THROUGH OCT GENERAL LABOR MATTERS THROUGH OCTOBER 3	520.00 10,443.60 768.00 11,731.60	Open Open Open

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CHECK REGISTER FOR CITY OF SOUTH LYON
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Check Date	Check	Vendor Name	Description	Amount	Status
11/22/2017	73007	NORMA LAFEVER	CEDAR ROPING FOR LIGHT POLES	2,084.00	Open
11/22/2017	73008	WOODROW MATNEY	CUSTODIAL SERVICES AT DEPOT; 48 HOURS @	684.00	Open
11/22/2017	73009	MICHIGAN STATE FIREMEN'S ASSOC	2018 MEMBERSHIP DUES	75.00	Open
11/22/2017	73010	MISDU	PAYROLL DEDUCTION - FRIEND OF THE COURT	322.07	Open
11/22/2017	73011	POSTMASTER	RECRUITMENT MAILERS - NOVEMBER 2017	199.30	Open
11/22/2017	73012	R.R.R.A.S.O.C.	HOUSEHOLD HAZARDOUS WASTE OCTOBER 2017	23.50	Open
11/22/2017	73013	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT - TAXES DUE TO LIBRARY	880.76	Open
11/22/2017	73014	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT - TAXES DUE TO SCHOOLS	5,439.00	Open
11/22/2017	73015	TONY SROUFE	PAYROLL CORRECTION	425.07	Open
11/22/2017	73016	STANDARD INSURANCE COMPANY	PREMIUM PAYMENT	2,473.06	Open
11/22/2017	73017	TIMOTHY DAVIDS	MARKET MANAGER FEES 10/21/2017 - 11/03/	322.00	Open
11/22/2017	73018	TITLE SOURCE	TAX REFUND FOR DUPLICATE PAYMENT PARCE	4,173.65	Open
11/22/2017	73019	TOSHIBA BUSINESS SOLUTIONS	CPC BILLING CONTRACT SERVICE PERIOD 08/	66.87	Open
11/22/2017	73020	SUSAN L. WINTERS	PAYROLL DEDUCTION	180.37	Open
11/22/2017	73021	WOW! BUSINESS	FIBER OPTIC NETWORK	710.00	Open
11/22/2017	73022	VANTAGEPOINT TRANSFERS	ICMA 457 TRANSFER - PLAN #301149	3,240.50	Open
11/30/2017	73023	ANNIE BUCHTRUP	REIMBURSEMENT FOR "LADIES NIGHT OUT"	102.06	Open
11/30/2017	73024	ARBOR SPRINGS WATER CO., INC.	5 GAL. ARTESIAN WATER	19.50	Open
11/30/2017	73025	ASTI ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES - 128 S. LAFAYETT	419.00	Open
11/30/2017	73026	AVAYA INC.*	DPW PHONE SYSTEMS	12.58	Open
11/30/2017	73027	CARL RICHARDS	MONTHLY COUNCIL PAY - NOVEMBER 2017	180.00	Open
11/30/2017	73028	CE SOLUTIONS	ONLINE EMS EDUCATION - TOOMAN, MCGAHAN	258.00	Open
11/30/2017	73029	CHERYL WICKHAM	REIMBURSEMENT FOR "DOWNTOWN TRICK OR TR	58.17	Open
11/30/2017	73030	CONSUMERS ENERGY	UTILITIES - 214 W. LAKE ST. SERVICE PER	183.95	Open
			UTILITIES - 219 WHIPPLE ST. SERVICE PER	104.49	Open
			NATURAL GAS - 215 WHIPPLE ST. SERVICE P	169.12	Open
			UTILITIES - SERVICE PERIOD 10/19/2017 T	2,966.48	Open
			UTILITIES - SERVICE PERIOD 10/19/2017 T	345.09	Open
			UTILITIES - SERVICE PERIOD 10/18/2017 -	649.80	Open
				4,418.93	
11/30/2017	73031	DANIEL PELCHAT	MONTHLY COUNCIL PAY - NOVEMBER 2017	220.00	Open
11/30/2017	73032	BOB DONOHUE	REIMBURSEMENT FOR "LADIES NIGHT OUT" TO	81.16	Open
11/30/2017	73033	DTE ENERGY	UTILITIES - CITY HALL	1,359.99	Open
			UTILITIES 214 W. LAKE ST. - SERVICE PER	155.27	Open
			UTILITIES 219 WHIPPLE ST. - SERVICE PER	421.42	Open
			UTILITIES - SERVICE PERIOD 09/19/2017 T	34.87	Open
			UTILITIES - SERVICE PERIOD 10/21/2017 T	139.80	Open
				2,111.35	
11/30/2017	73034	MATTHEW EMERY	VIDEO COUNCIL MEETING - 11/27/2017	75.00	Open
11/30/2017	73035	KEVIN ERDMANN	MILEAGE REIMBURSEMENT	35.95	Open
11/30/2017	73036	DANIEL GEHRINGER	MILEAGE REIMBURSEMENT	24.50	Open
11/30/2017	73037	JOSEPH P. GIROLAMO, ARBITRATOR	EMPLOYER SHARE ARBITRATION COST	570.00	Open
11/30/2017	73038	MICHAEL KENNEDY	REIMBURSEMENT FOR HOLIDAY LIGHTS	86.14	Open
11/30/2017	73039	GLENN KIVELL	MONTHLY COUNCIL PAY - NOVEMBER 2017	180.00	Open
11/30/2017	73040	MARGARET KURTZWELL	MONTHLY COUNCIL PAY - NOVEMBER 2017	180.00	Open
11/30/2017	73041	LYNNE LADNER	CAR ALLOWANCE - NOVEMBER 2017	350.00	Open
11/30/2017	73042	MARSHA CALUS	REIMBURSEMENT FOR "LADIES NIGHT OUT"	715.80	Open
11/30/2017	73043	MICHIGAN MUNICIPAL LEAGUE*	FIRE INSPECTOR CLASSIFIED AD	55.30	Open
11/30/2017	73044	MARY PARISIEN	MONTHLY COUNCIL PAY - NOVEMBER 2017	180.00	Open

CHECK REGISTER FOR CITY OF SOUTH LYON
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Check Date	Check	Vendor Name	Description	Amount	Status
11/30/2017	73045	PARKSIDE CLEANERS	RUG CLEANING RUG CLEANING	43.00 43.00	Open Open
				<u>86.00</u>	
11/30/2017	73046	PNC BANK	NOVEMBER 2017 STATEMENT	569.80	Open
11/30/2017	73047	PRINCIPAL FINANCIAL GROUP	INSURANCE PREMIUM - BILLING PERIOD 12/0	5,168.50	Open
11/30/2017	73048	PROVIDENCE OCCUPATIONAL	D.O.T. PHYSICALS	124.00	Open
11/30/2017	73049	RICOH USA, INC.	RICOH MPC2800 COPIER MAINTENANCE CONTRA	335.50	Open
11/30/2017	73050	ROSE WALTON	MONTHLY COUNCIL PAY - NOVEMBER 2017	180.00	Open
11/30/2017	73051	JOSEPH RYZYI	MONTHLY COUNCIL PAY - NOVEMBER 2017	180.00	Open
11/30/2017	73052	SAM'S CLUB DIRECT	NOVEMBER STATEMENT	430.96	Open
11/30/2017	73053	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT SERVICE PERIOD 11/15/2	2,116.46	Open
11/30/2017	73054	WOW! BUSINESS	CABLE BOX	10.00	Open
11/30/2017	73055	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION - UNION DUES	635.20	Open
12/07/2017	73056	ARBOR SPRINGS WATER CO., INC.	WATER	13.00	Open
12/07/2017	73057	AT&T	SERVICE PERIOD NOVEMBER 22, 2017 TO DEC	146.65	Open
12/07/2017	73058	AT&T MOBILITY	MOBILE SERVICES	421.98	Open
12/07/2017	73059	DOUGLAS BAAKI	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73060	AUDRA BAKER	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73061	JARED BAKER	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73062	RONALD BARBOUR	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73063	TRACY BROOKS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73064	LLOYD COLLINS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73065	CONSUMERS ENERGY	UTILITIES - 300 DOROTHY ST. #B	115.54	Open
			UTILITIES - 300 DOROTHY ST.	46.55	Open
			UTILITIES - 250 DOROTHY ST.	61.65	Open
				<u>223.74</u>	
12/07/2017	73066	DTE ENERGY	SERVICE FROM 10/26/2017 TO 11/21/2017	19,082.80	Open
			STREETLIGHTS	9,225.30	Open
				<u>28,308.10</u>	
12/07/2017	73067	DTE ENERGY	UTILITIES - SOUTH LYON HISTORICAL	88.84	Open
			UTILITIES - HISTORICAL	42.66	Open
			ELECTRIC - FIRE DEPARTMENT	370.69	Open
			SERVICE FROM 10/21/2017 TO 11/20/2017	1,408.64	Open
			UTILITIES - SERVICE PERIOD FROM 10/21/2	964.93	Open
				<u>2,875.76</u>	
12/07/2017	73068	ELECTRICAL CODE SERVICES LLC	NOVEMBER 2017 ELECTRICAL INSPECTOR PAY	1,006.63	Open
12/07/2017	73069	CHRISTOPHER FAUGHT	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73070	DONALD GOTHAM	EMPLOYEE REIMBURSEMENT - MILEAGE	55.10	Open
12/07/2017	73071	HIGHLAND TREATMENT INC.	NOVEMBER 2017 - ROUTINE CHECKS WWTP	600.00	Open
12/07/2017	73072	SEAN S. HOYDIE	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73073	LEXISNEXIS RISK SOLUTIONS	NOVEMBER 2017 CONTRACT FEE, 2 REAL-TIME	31.00	Open
12/07/2017	73074	MARTIN'S DO IT BEST	VENT FAN MOTOR (TRANS. #B685215)	124.99	Open
12/07/2017	73075	MICHIGAN URBAN SEARCH & RESCUE TRAI	STRUCTURAL COLLAPSE TRAINING - OLANDO	1,200.00	Open
12/07/2017	73076	MISDU	PAYROLL DEDUCTION	322.07	Open
12/07/2017	73077	MISS DIG SYSTEM, INC.	ANNUAL MEMBERSHIP 2018	1,062.65	Open

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CHECK REGISTER FOR CITY OF SOUTH LYON
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Check Date	Check	Vendor Name	Description	Amount	Status
12/07/2017	73078	NATIONAL FIRE PROTECTION ASSOC.	NEPA ONLINE STANDARDS	85.50	Open
12/07/2017	73079	THE PLAYGROUND	RENTAL FOR COOL YULE	140.00	Open
12/07/2017	73080	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTION - UNION DUES	632.40	Open
12/07/2017	73081	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION	251.25	Open
12/07/2017	73082	POSTMASTER	RENEW PRE-SORT PERMIT	225.00	Open
12/07/2017	73083	TIMOTHY RAAP	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73084	LINDA ROSS	REIMBURSEMENT FOR COOL YULE GIFTS	84.92	Open
12/07/2017	73085	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT - TAXES DUE TO LIBRARY	168.65	Open
12/07/2017	73086	SCHINDLER ELEVATOR CORP.	QUARTERLY BILLING - ELEVATOR MAINTENANC	425.10	Open
12/07/2017	73087	CHRISTOPHER SEDERLUND	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73088	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT - TAXES DUE TO SCHOOLS	1,513.05	Open
12/07/2017	73089	CHRISTOPHER SOVIK	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73090	TONY SROUEE	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73091	STATE OF MICHIGAN	WWTP NPDES ANNUAL PERMIT FEES	5,500.00	Open
12/07/2017	73092	TRAVIS STEVENS	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73093	JOHN TOMANEK	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73094	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT - E-STUDIO 306 COPIER	84.00	Open
12/07/2017	73095	US BANK	#3606 BUILDING AUTHORITY PAYING AGENT F BLDG. AUTHORITY BOND PAYING AGENT FEE #	175.00 150.00 325.00	Open Open Open
12/07/2017	73096	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN #301149 PAYROLL DEDUCTIO	3,216.21	Open
12/07/2017	73097	WALMART	LUNCHEON FOOD	118.72	Open
12/07/2017	73098	TIMOTHY WALTON	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73099	OAKLAND COUNTY WATER RESOURCES COMM	SOIL EROSION PERMIT INVOICE, QUARTERLY	448.75	Open
12/07/2017	73100	WINDSTREAM	SERVICE PERIOD 11/29/2017 TO 12/28/2017	2,086.12	Open
12/07/2017	73101	SUSAN L. WINTERS	PAYROLL DEDUCTION	120.27	Open
12/07/2017	73102	MICHAEL WITTRICK	OFFICER'S UNIFORM ALLOWANCE	375.00	Open
12/07/2017	73103	WOW! BUSINESS	SERVICE PERIOD 11/21/2017 TO 12/20/2017	35.97	Open
			INTERNET SERVICE	32.97	Open
				68.94	
01 TOTALS:					
Total of 126 Checks:				210,470.41	
Less 0 Void Checks:				0.00	
Total of 126 Disbursements:				210,470.41	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
POST DATES 12/11/2017 - 12/11/2017
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000.000					
101-000.000-035.000	ENGINEERING FEES	HUBBELL, ROTH, & CLARK,	SITE PLAN FEE - NOVEMBER 14, 2017 STA	130.90	
		Total For Dept 000.000		130.90	
Dept 200.000 ADMINISTRATION					
101-200.000-727.000	OFFICE SUPPLIES	PAPER, NAV, 20#, 97BR, 8.5X11		122.14	
101-200.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL	DUMPSTER & RECYCLING 12/01/2017 TO 12	63.13	
101-200.000-818.000	ELECTIONS	HART INTERCIVIC, INC.	VERITY KEYS FOR ELECTION EQUIPMENT	517.61	
101-200.000-818.000	ELECTIONS	PRINTING SYSTEMS, INC.	(3) PRECINCT ADA PRINTER BAGS	465.00	
101-200.000-900.000	PRINTING	ADVANCED MARKETING PARTN	PRINT WINTER TAX BILLS	428.10	
101-200.000-900.000	PRINTING	LAKELAND PRINTING	CITY ENVELOPES - NO WINDOW	73.50	
101-200.000-900.100	PUBLISHING	MICHIGAN.COM	LEGAL ADS - ACCOUNT #113606	719.80	
		Total For Dept 200.000 ADMINISTRATION		2,389.28	
Dept 276.000 CEMETERY					
101-276.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL	DUMPSTER & RECYCLING 12/01/2017 TO 12	76.27	
		Total For Dept 276.000 CEMETERY		76.27	
Dept 300.000 POLICE					
101-300.000-727.000	OFFICE SUPPLIES	BADGE PRINTERS OF AMERIC	BADGE CARDS - COLLINS	98.45	
101-300.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL	DUMPSTER & RECYCLING 12/01/2017 TO 12	38.13	
101-300.000-802.000	CONTRACTUAL SVCS	QUENCH USA, INC.	WATER FILTER/CHILLER 3-INV. (760) SER	216.00	
101-300.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BELT TENSIONER - PD231	53.89	
101-300.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	HEADLIGHT BULBS & AIR TOOL OIL	104.55	
		Total For Dept 300.000 POLICE		511.02	
Dept 335.000 FIRE					
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	PRIORITY ONE EMERGENCY	511 WOMAN STRYKER PANT	74.99	
101-335.000-727.000	OFFICE SUPPLIES	GRAINGER	CLEANING PRODUCTS	67.58	
101-335.000-727.000	OFFICE SUPPLIES	QUILL CORPORATION	COFFEE, BINDERS, KLEENEX, PAPER, SLEE	137.37	
101-335.000-740.000	OPERATING EXPENSE	POLLARD WATER	HYDRANT OOS BAGS	52.50	
101-335.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL	DUMPSTER & RECYCLING 12/01/2017 TO 12	38.14	
101-335.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	TIE RODS & ROTORS - R1	477.26	
101-335.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	TIRE PRESSURE SENSOR TOOL	52.65	
101-335.000-863.000	VEHICLE MAINTENANCE	UL LLC	IN-SERVICE PUMP TEST W/GENERATOR	1,770.00	
101-335.000-930.000	REPAIR MAINTENANCE	APOLLO FIRE EQUIPMENT CO	RUBBER FEET, WASHER, UPS	30.30	
101-335.000-957.000	EDUCATION & TRAINING	JONES & BARTLETT LEARNIN	EMT BOOK	337.46	
101-335.000-977.000	EQUIPMENT	BOUND TREE MEDICAL, LLC	LIFEPAK 500 BATTERY	244.99	
		Total For Dept 335.000 FIRE		3,283.24	
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	46.02	
101-440.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	WELDING SUPPLIES & TANKS FILLED	319.86	
101-440.000-740.000	OPERATING EXPENSE	BADER & SONS CO.	MOWER BATTERY	43.45	
101-440.000-740.000	OPERATING EXPENSE	FLEETPRIDE	CHIPPER TRAILER HARNESS & PLUG	56.52	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID, SAFETY & PAPER SUPPLIES &	303.67	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-802.000	CONTRACTUAL SVCS		DUMPSER & RECYCLING 12/01/2017 TO 12	119.86	
101-440.000-863.000	VEHICLE MAINTENANCE		ANTIFREEZE	197.47	
101-440.000-863.000	VEHICLE MAINTENANCE		COMMERCE AUTO & RADIATOR RADIATOR T-9	855.00	
101-440.000-863.000	VEHICLE MAINTENANCE		DIUBLE EQUIPMENT INC. MUFFLER - TOOLCAT	449.32	
101-440.000-863.000	VEHICLE MAINTENANCE		FLEETPRIDE LADDER RUNGS T-15	126.23	
101-440.000-863.000	VEHICLE MAINTENANCE		GREEN OAK TIRE, INC. VALVE STEMS	18.00	
101-440.000-863.000	VEHICLE MAINTENANCE		O'REILLY AUTO PARTS LATCH - T-15	331.95	
101-440.000-935.000	NEDES PHASE 2 STORMWATER		HUBBELL, ROTH, & CLARK, STORM WATER PERMIT ASST. 2017/2018 -	1,458.30	
			Total For Dept 440.000 DEPT. OF PUBLIC WORKS	4,325.65	
Dept 690.000 PARKS AND RECREATION					
101-690.000-740.000	OPERATING EXPENSE		GRAINGER TRASH CAN LINERS	97.82	
101-690.000-801.000	PROFESSIONAL SERVICE		JOHN'S SANITATION PORTA JOHNS & PARKS	530.00	
101-690.000-930.000	REPAIR MAINTENANCE		MIRACLE RECREATION EQUIP MCHATTIE PARK - GLIDER ASSEMBLY REPLA	2,821.00	
101-690.000-978.000	CAPITAL EQUIPMENT		SNIDER RECREATION INC. MCHATTIE PARK PLAYGROUND EQUIPMENT	6,996.00	
			Total For Dept 690.000 PARKS AND RECREATION	10,444.82	
			Total For Fund 101 GENERAL FUND	21,161.18	
Fund 202 MAJOR STREETS					
Dept 463.000 STREET-ROUTINE MAINT.					
202-463.000-740.000	OPERATING EXPENSE		BROWN EQUIPMENT CO., INC. LEAF VACUUM SUCTION HOUSING, DISCHARG	2,856.31	
202-463.000-740.000	OPERATING EXPENSE		O'REILLY AUTO PARTS FILTER FOR LEAF MACHINE	3.47	
202-463.000-930.000	REPAIR MAINTENANCE		CONTRACTORS STEEL COMPAN STEEL FOR LEAF BOX T-15	162.84	
			Total For Dept 463.000 STREET-ROUTINE MAINT.	3,022.62	
			Total For Fund 202 MAJOR STREETS	3,022.62	
Fund 203 LOCAL STREETS					
Dept 463.000 STREET-ROUTINE MAINT.					
203-463.000-740.000	OPERATING EXPENSE		BROWN EQUIPMENT CO., INC. LEAF VACUUM SUCTION HOUSING, DISCHARG	2,856.30	
203-463.000-740.000	OPERATING EXPENSE		O'REILLY AUTO PARTS FILTER FOR LEAF MACHINE	3.46	
203-463.000-930.000	REPAIR MAINTENANCE		CONTRACTORS STEEL COMPAN STEEL FOR LEAF BOX T-15	162.83	
			Total For Dept 463.000 STREET-ROUTINE MAINT.	3,022.59	
			Total For Fund 203 LOCAL STREETS	3,022.59	
Fund 509 LAND ACQUISITION					
Dept 000.000					
509-000.000-931.000	BUILDING MAINTENANCE		SOUTH LYON HEATING & COO FURNACE REPAIR @ RENTAL HOUSE	277.00	
			Total For Dept 000.000	277.00	
			Total For Fund 509 LAND ACQUISITION	277.00	
Fund 592 WATER & SEWER					
Dept 540.000 WATER / REPAIR					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
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Fund 592 WATER & SEWER					
Dept 540.000 WATER / REPAIR					
592-540.000-930.000	REPAIR MAINTENANCE	CORE & MAIN LP	WATER MAIN SHUT OFF TOOL	360.00	
		Total For Dept 540.000 WATER / REPAIR		360.00	
Dept 555.000 REFUSE COLLECTION					
592-555.000-818.100	REFUSE COLLECTION (CONTRACTUAL)	GFL ENVIRONMENTAL	SERVICE FROM 12/01/2017 TO 12/31/2017	41,995.56	
		Total For Dept 555.000 REFUSE COLLECTION		41,995.56	
Dept 556.000 WATER					
592-556.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	101.11	
592-556.000-740.000	OPERATING EXPENSE	ARBOR SPRINGS WATER CO.,	LAB SUPPLIES	34.25	
592-556.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	179.68	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER ANALYSIS	1,710.00	
592-556.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID SUPPLIES & GLOVES	86.51	
592-556.000-801.000	PROFESSIONAL SERVICE	HUBBELL, ROTH, & CLARK,	ELEVATED STORAGE TANK PAINTING - NOVE	9,169.50	
592-556.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL	DUMPSTER & RECYCLING 12/01/2017 TO 12	49.05	
592-556.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	WIPER BLADES W-9	31.66	
592-556.000-863.000	VEHICLE MAINTENANCE	RADER & SONS CO.	SPRAY PAINT - LOADER	55.14	
592-556.000-863.000	VEHICLE MAINTENANCE	GREEN OAK TIRE, INC.	TIRES - J.D. LOADER	4,176.00	
592-556.000-863.000	VEHICLE MAINTENANCE	O'REILLY AUTO PARTS	TIRE PRESSURE SENSOR TOOL	54.59	
		Total For Dept 556.000 WATER		15,647.49	
Dept 557.000 WASTEWATER					
592-557.000-727.000	OFFICE SUPPLIES	LB OFFICE PRODUCTS	OFFICE SUPPLIES	101.11	
592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	WELDING SUPPLIES & TANKS FILLED	143.96	
592-557.000-740.000	OPERATING EXPENSE	ARBOR SPRINGS WATER CO.,	LAB SUPPLIES	34.25	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, L.L	WW ANALYTICAL	82.50	
592-557.000-740.000	OPERATING EXPENSE	CHEMTRADE CHEMICALS US L	ALUMINUM SULFATE	5,576.52	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	911.90	
592-557.000-740.000	OPERATING EXPENSE	GREEN OAK TIRE, INC.	RIMS FOR TRAILER	92.00	
592-557.000-740.000	OPERATING EXPENSE	HACH COMPANY	LAB SUPPLIES	251.56	
592-557.000-740.000	OPERATING EXPENSE	LYDEN OIL COMPANY	GEAR LUBE	159.50	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WW ANALYSIS	441.00	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID SUPPLIES & GLOVES	86.51	
592-557.000-740.000	OPERATING EXPENSE	REPUBLIC SERVICES #241	PLANT SCREENINGS REMOVAL	822.22	
592-557.000-740.000	OPERATING EXPENSE	TIRE WHOLESALERS COMPANY	TIRES FOR GATOR	150.00	
592-557.000-740.000	OPERATING EXPENSE	VWR INTERNATIONAL LLC	LAB SUPPLIES	145.40	
592-557.000-802.000	CONTRACTUAL SVCS	GFL ENVIRONMENTAL	DUMPSTER & RECYCLING 12/01/2017 TO 12	49.04	
592-557.000-802.000	CONTRACTUAL SVCS	KROFF MECHANICAL SERVICE	FALL HVAC MAINT. INSPECTION	1,125.00	
		Total For Dept 557.000 WASTEWATER		10,172.47	
		Total For Fund 592 WATER & SEWER		68,175.52	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
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CHECKS TO BE APPROVED 12/11/2017					
Fund Totals:					
			Fund 101 GENERAL FUND	21,161.18	
			Fund 202 MAJOR STREETS	3,022.62	
			Fund 203 LOCAL STREETS	3,022.59	
			Fund 509 LAND ACQUISIT	277.00	
			Fund 592 WATER & SEWER	68,175.52	
Total For All Funds:				95,658.91	
--- TOTALS BY GL DISTRIBUTION ---					
101-000.000-035.000			ENGINEERING FEES	130.90	
101-200.000-727.000			OFFICE SUPPLIES	122.14	
101-200.000-802.000			CONTRACTUAL SVCS	63.13	
101-200.000-818.000			ELECTIONS	982.61	
101-200.000-900.000			PRINTING	501.60	
101-200.000-900.100			PUBLISHING	719.80	
101-276.000-802.000			CONTRACTUAL SVCS	76.27	
101-300.000-727.000			OFFICE SUPPLIES	98.45	
101-300.000-802.000			CONTRACTUAL SVCS	254.13	
101-300.000-863.000			VEHICLE MAINTENANCE	158.44	
101-335.000-721.000			UNIFORMS & CLEANING AL	74.99	
101-335.000-727.000			OFFICE SUPPLIES	204.95	
101-335.000-740.000			OPERATING EXPENSE	52.50	
101-335.000-802.000			CONTRACTUAL SVCS	38.14	
101-335.000-863.000			VEHICLE MAINTENANCE	2,299.91	
101-335.000-930.000			REPAIR MAINTENANCE	30.30	
101-335.000-957.000			EDUCATION & TRAINING	337.46	
101-335.000-977.000			EQUIPMENT	46.02	
101-440.000-727.000			OFFICE SUPPLIES	244.99	
101-440.000-740.000			OPERATING EXPENSE	723.50	
101-440.000-802.000			CONTRACTUAL SVCS	119.86	
101-440.000-863.000			VEHICLE MAINTENANCE	1,977.97	
101-440.000-935.000			NPDES PHASE 2 STORMWAT	1,458.30	
101-690.000-740.000			OPERATING EXPENSE	97.82	
101-690.000-801.000			PROFESSIONAL SERVICE	530.00	
101-690.000-930.000			REPAIR MAINTENANCE	2,821.00	
101-690.000-978.000			CAPITAL EQUIPMENT	6,996.00	
202-463.000-740.000			OPERATING EXPENSE	2,859.78	
202-463.000-930.000			REPAIR MAINTENANCE	162.84	
203-463.000-740.000			OPERATING EXPENSE	2,859.76	
203-463.000-930.000			REPAIR MAINTENANCE	162.83	
509-000.000-931.000			BUILDING MAINTENANCE	277.00	
592-540.000-930.000			REPAIR MAINTENANCE	360.00	
592-555.000-818.100			REFUSE COLLECTION (CONT	41,995.56	
592-556.000-727.000			OFFICE SUPPLIES	101.11	
592-556.000-740.000			OPERATING EXPENSE	2,010.44	
592-556.000-801.000			PROFESSIONAL SERVICE	9,169.50	
592-556.000-802.000			CONTRACTUAL SVCS	49.05	
592-556.000-863.000			VEHICLE MAINTENANCE	4,317.39	
592-557.000-727.000			OFFICE SUPPLIES	101.11	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON
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CHECKS TO BE APPROVED 12/11/2017

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
		592-557.000-740.000	OPERATING EXPENSE	8,897.32	
		592-557.000-802.000	CONTRACTUAL SVCS	1,174.04	

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

REVENUE REPORT FOR CITY OF SOUTH LYON

PERIOD ENDING 11/30/2017

FINANCIAL REPORT FOR NOVEMBER 2017

2017-18		2017-18		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
ORIGINAL	BUDGET	2017-18	AMENDED BUDGET	11/30/2017	11/30/17	BALANCE	MONTH 11/30/17	NORM (ABNORM)	% BDGT
DESCRIPTION				NORM (ABNORM)	INCR (DECR)				USED
Fund 101 - GENERAL FUND									
Revenues									
Dept 000.000		3,782,216.00	3,782,216.00	3,385,557.98	30,498.29	396,658.02			89.51
101-000.000-402.000	REAL PROPERTY TAX	920.00	920.00	930.50	92.00	(10.50)			101.14
101-000.000-423.000	SOUTH LYON WOODS TAX	9,500.00	9,500.00	3,964.75	3,964.75	5,535.25			41.73
101-000.000-446.000	PENALTIES AND INTEREST	150,000.00	150,000.00	104,498.00	8,132.00	45,502.00			69.67
101-000.000-451.000	BUILDING PERMITS	35,000.00	35,000.00	11,694.00	2,077.00	23,306.00			33.41
101-000.000-452.000	HEATING & PLUMB. REFG. PERMI	14,500.00	14,500.00	17,656.00	2,220.00	(3,156.00)			121.77
101-000.000-453.000	ELECTRICAL PERMITS	4,000.00	4,000.00	1,539.00	204.00	2,461.00			38.48
101-000.000-454.000	LICENSES & BUSINESS MISC.	954,016.00	954,016.00	509,017.01	338,513.11	444,998.99			53.36
101-000.000-570.000	STATE SHARED REV.	0.00	0.00	900.00	0.00	(900.00)			100.00
101-000.000-600.000	BOARD OF APPEALS	93,000.00	93,000.00	76,557.26	731.44	16,442.74			82.32
101-000.000-630.000	ADMIN FEE PROPERTY TAX	35,000.00	35,000.00	22,685.00	1,975.00	12,315.00			64.81
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	45,000.00	45,000.00	19,650.97	10,054.73	25,349.03			43.67
101-000.000-642.000	POLICE	750.00	750.00	210.00	30.00	540.00			28.00
101-000.000-661.000	PARKING VIOLATION	30,000.00	30,000.00	8,532.53	1,945.85	21,467.47			28.44
101-000.000-662.000	LOCAL COURT FINES	4,000.00	4,000.00	1,876.03	0.00	2,123.97			46.90
101-000.000-664.000	INTEREST	0.00	0.00	380.61	0.00	(380.61)			100.00
101-000.000-664.200	PARK AND REC. INTEREST	0.00	0.00	125.64	0.00	(125.64)			100.00
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	150,000.00	150,000.00	54,282.85	17,924.44	95,717.15			36.19
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	45,000.00	45,000.00	16,396.75	3,295.77	28,603.25			36.44
101-000.000-668.300	LEASE--ANTENNA	8,800.00	8,800.00	4,710.15	1,662.03	4,089.85			53.52
101-000.000-668.400	RENTAL PROPERTIES	0.00	0.00	600.00	0.00	(600.00)			100.00
101-000.000-675.200	CONTRIBUTIONS-COOL YULE	1,000.00	1,000.00	207.00	207.00	793.00			20.70
101-000.000-675.600	CULTURAL ARTS REVENUES	130,000.00	130,000.00	51,645.60	2,700.55	78,354.40			39.73
101-000.000-698.000	MISCELLANEOUS	1,400.00	1,400.00	0.00	0.00	1,400.00			0.00
101-000.000-698.900	GRANT MONIES-CULTURAL ARTS								
Total Dept 000.000		5,494,102.00	5,494,102.00	4,293,617.63	426,227.96	1,200,484.37			78.15
TOTAL REVENUES									
		5,494,102.00	5,494,102.00	4,293,617.63	426,227.96	1,200,484.37			78.15
Fund 101 - GENERAL FUND:									
TOTAL REVENUES									
		5,494,102.00	5,494,102.00	4,293,617.63	426,227.96	1,200,484.37			78.15

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON
PERIOD ENDING 11/30/2017

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FINANCIAL REPORT FOR NOVEMBER 2017

GL NUMBER	DESCRIPTION	2017-18	2017-18	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	11/30/2017 NORM (ABNORM)	11/30/2017 NORM (ABNORM)	MONTH 11/30/17 INCR (DECR)	NORM (ABNORM)	BALANCE		
Fund 101 - GENERAL FUND										
200.000-ADMINISTRATION		1,250,429.00	1,250,429.00	533,043.68		85,465.59	717,385.32		42.63	
276.000-CEMETERY		100,964.00	100,964.00	62,425.27		10,113.35	38,538.73		61.83	
295.000-SENIOR TRANSPORTATION		76,359.00	76,359.00	25,255.00		0.00	51,104.00		33.07	
300.000-POLICE		2,585,880.00	2,585,880.00	965,334.26		139,193.29	1,620,545.74		37.33	
335.000-FIRE		468,130.00	468,130.00	209,662.01		34,575.02	258,467.99		44.79	
346.000-AMBULANCE		2,075.00	2,075.00	195.65		125.59	1,879.35		9.43	
440.000-DEPT. OF PUBLIC WORKS		807,000.00	807,000.00	268,929.73		64,016.13	538,070.27		33.32	
690.000-PARKS AND RECREATION		162,260.00	162,260.00	66,779.62		10,784.43	95,480.38		41.16	
732.000-HISTORICAL DEPOT		31,375.00	31,375.00	12,114.73		3,975.12	19,260.27		38.61	
800.000-CABLE COMMISSION		4,275.00	4,275.00	0.00		0.00	4,275.00		0.00	
802.000-CULTURAL ARTS		4,720.00	4,720.00	637.14		173.67	4,082.86		13.50	
TOTAL EXPENDITURES		5,493,467.00	5,493,467.00	2,144,377.09		348,422.19	3,349,089.91		39.04	

Fund 101 - GENERAL FUND:
TOTAL EXPENDITURES

348,422.19

3,349,089.91

39.04

FINANCIAL REPORT FOR NOVEMBER 2017

GL NUMBER	DESCRIPTION	2017-18	2017-18		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	11/30/2017 NORM (ABNORM)	MONTH 11/30/17 INCR (DECR)	BALANCE NORM (ABNORM)			
Fund 202 - MAJOR STREETS									
212.000-ACCOUNTANT		4,080.00	4,080.00	5,590.00	2,390.00	(1,510.00)		137.01	
451.000		8,000.00	8,000.00	126.15	0.00	7,873.85		1.58	
463.000-STREET-ROUTINE MAINT.		164,600.00	164,600.00	61,522.31	11,812.60	103,077.69		37.38	
474.000-TRAFFIC SERVICES		27,825.00	27,825.00	2,797.23	286.98	25,027.77		10.05	
478.000-SNOW PLOWING		86,500.00	86,500.00	3,227.63	2,537.70	83,272.37		3.73	
479.000-SNOW REMOVAL		3,700.00	3,700.00	167.43	(5.32)	3,532.57		4.53	
485.000-TRANSFER BETWEEN FUNDS		146,113.00	146,113.00	0.00	0.00	146,113.00		0.00	
491.000-STORM SEWER		9,925.00	9,925.00	2,255.15	427.80	7,669.85		22.72	
TOTAL EXPENDITURES		450,743.00	450,743.00	75,685.90	17,449.76	375,057.10		16.79	
Fund 202 - MAJOR STREETS:									
TOTAL EXPENDITURES		450,743.00	450,743.00	75,685.90	17,449.76	375,057.10		16.79	
Fund 203 - LOCAL STREETS									
212.000-ACCOUNTANT		4,100.00	4,100.00	5,590.00	2,390.00	(1,490.00)		136.34	
451.000		475,000.00	475,000.00	714.86	0.00	474,285.14		0.15	
463.000-STREET-ROUTINE MAINT.		158,895.00	158,895.00	55,881.22	11,721.78	103,013.78		35.17	
474.000-TRAFFIC SERVICES		6,500.00	6,500.00	1,734.87	426.29	4,765.13		26.69	
478.000-SNOW PLOWING		71,900.00	71,900.00	1,780.46	1,364.71	70,119.54		2.48	
491.000-STORM SEWER		16,375.00	16,375.00	2,622.73	710.84	13,752.27		16.02	
TOTAL EXPENDITURES		732,770.00	732,770.00	68,324.14	16,613.62	664,445.86		9.32	
Fund 203 - LOCAL STREETS:									
TOTAL EXPENDITURES		732,770.00	732,770.00	68,324.14	16,613.62	664,445.86		9.32	

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User: lmosier
DB: South Lyon

EXPENDITURE REPORT FOR CITY OF SOUTH LYON
PERIOD ENDING 11/30/2017

Page: 1/1

FINANCIAL REPORT FOR NOVEMBER 2017

GL NUMBER	DESCRIPTION	2017-18	2017-18	YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	11/30/2017 NORM (ABNORM)	MONTH 11/30/17 INCR (DECR)	BALANCE NORM (ABNORM)		
Fund 592 - WATER & SEWER								
452.000		0.00	0.00	2,451.22	0.00	(2,451.22)		100.00
540.000-WATER / REPAIR		145,500.00	145,500.00	29,978.61	2,891.91	115,521.39		20.60
550.000-SEWER / REPAIR		258,300.00	258,300.00	31,566.77	4,797.58	226,733.23		12.22
555.000-REFUSE COLLECTION		534,240.00	534,240.00	209,970.56	41,995.56	324,269.44		39.30
556.000-WATER		1,142,554.00	1,142,554.00	294,847.08	48,938.49	847,706.92		25.81
557.000-WASTEWATER		1,649,650.00	1,649,650.00	369,818.01	55,054.64	1,279,831.99		22.42
TOTAL EXPENDITURES		3,730,244.00	3,730,244.00	938,632.25	153,678.18	2,791,611.75		25.16
Fund 592 - WATER & SEWER:								
TOTAL EXPENDITURES		3,730,244.00	3,730,244.00	938,632.25	153,678.18	2,791,611.75		25.16

November 2017 Payroll Report								
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Administration								
Blaha, M.	14.7200	84.00		\$ 1,236.48	\$ -		\$ 1,236.48	
Ciarelli, J.	16.3700	90.25		\$ 1,477.40	\$ -		\$ 1,477.40	
Deaton, L.				\$ 5,009.38			\$ 5,009.38	
Donohue, R.				\$ 5,229.24			\$ 5,229.24	
Gotham, D.	17.2500	72.00		\$ 1,242.00	\$ -		\$ 1,242.00	
Ladner, L.				\$ 6,417.70			\$ 6,417.70	
Lanning, W.	11.0500	28.25		\$ 312.16			\$ 312.16	
Mosier, L.				\$ 4,661.06			\$ 4,661.06	
Pieper, Judy	18.1400	160.00	16.50	\$ 2,902.40	\$ 448.97		\$ 3,351.37	
Tierman, P.	18.4500	90.00		\$ 1,660.50			\$ 1,660.50	
TOTAL: Administration		524.50	16.50	\$ 30,148.33	\$ 448.97	\$ -	\$ 30,597.29	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Cemetery								
Bjerke, Michael	12.0700			\$ -			\$ -	
Brannun, L.	12.8300	58.00		\$ 744.14			\$ 744.14	
Lemke, John N.	12.0700	53.00		\$ 639.71			\$ 639.71	
Nicholls, William	12.0700	58.00		\$ 700.06			\$ 700.06	
Wauford, S.	12.0700	58.00		\$ 700.06			\$ 700.06	
Wedesky, J. W.	12.0700	38.00		\$ 458.66			\$ 458.66	
Williamson, N.	12.0700	58.00		\$ 700.06			\$ 700.06	
TOTAL: Cemetery		323.00	0.00	3942.69	0.00	0.00	3942.69	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Police								
Baaki, D.	36.2879	160.00	14.00	\$ 5,806.06	\$ 778.20		\$ 6,584.26	
Baker, A.	33.5999	160.00	5.50	\$ 5,375.98	\$ 283.55		\$ 5,659.53	
Baker, J.	36.2879	160.00	14.50	\$ 5,806.06	\$ 802.85		\$ 6,608.91	
Barbour, R.	33.5999	160.00	5.00	\$ 5,375.98	\$ 256.69		\$ 5,632.67	
Brooks, T.	33.5999	160.00	8.00	\$ 5,375.98	\$ 412.43		\$ 5,788.41	
Collins, L.				\$ 7,414.46			\$ 7,414.46	
Faught, C.	36.2879	160.00	6.00	\$ 5,806.06	\$ 332.22		\$ 6,138.28	
Garris, G.	17.0300			\$ -			\$ -	
Hoydic, S.	33.5999	160.00	2.00	\$ 5,375.99	\$ 103.11		\$ 5,479.10	
Kretlin, F.	17.5400	20.00		\$ 350.80			\$ 350.80	
LaChance, J.	11.3000	85.00		\$ 960.50			\$ 960.50	
Laraway, P.	17.5400	19.50		\$ 342.03			\$ 342.03	
Ley, K.	17.5400	19.00		\$ 333.26			\$ 333.26	
Raap, T.	33.5999	160.00	21.00	\$ 5,375.98	\$ 1,078.09		\$ 6,454.07	
Sederlund, C.	36.2879	160.00	6.00	\$ 5,806.06	\$ 333.51		\$ 6,139.58	
Sovik, C.	38.8281	160.00	17.00	\$ 6,212.51	\$ 1,009.73	\$ 1,600.00	\$ 8,822.23	Longevity Pay
Sroufe, T.	33.5999	160.00	1.00	\$ 5,375.98	\$ 51.55		\$ 5,427.54	
Stevens, T.	33.5999	160.00	2.00	\$ 5,375.98	\$ 102.24		\$ 5,478.23	
Tomanek, J.	33.5999	160.00	20.00	\$ 5,375.98	\$ 1,031.07		\$ 6,407.06	
Walton, T.	33.5999	160.00	22.00	\$ 5,375.98	\$ 1,129.43		\$ 6,505.42	
Wilcox, W.	12.5000	21.50		\$ 268.75	\$ -		\$ 268.75	
Wilcox, W.	17.5400	17.00		\$ 298.18	\$ -		\$ 298.18	
Wittrock, M.	33.5999	160.00		\$ 5,375.98	\$ -		\$ 5,375.98	
Total: Police		2582.00	144.00	\$ 93,164.69	\$ 7,704.66	\$ 1,600.00	\$ 102,469.25	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
Fire								
Armstrong, C.	22.3900	26.00		\$ 582.14			\$ 582.14	
Boisvert, R.	21.2200	5.00		\$ 106.10			\$ 106.10	
Conrad, C.	18.7400	118.75		\$ 2,225.38			\$ 2,225.38	
Dobrick, Zach	9.9800	92.25		\$ 920.66			\$ 920.66	
Dobrick, Nathaniel	9.1700			\$ -			\$ -	
Dziurgot, A.	9.9800	22.50		\$ 224.56			\$ 224.56	
Enstad, B.	9.1700	11.75		\$ 107.75			\$ 107.75	
Good, Alexander	15.3300	29.00		\$ 444.57			\$ 444.57	
Kennedy, M.				\$ 2,856.26			\$ 2,856.26	
Laitinen, Daniel	15.3300	44.75		\$ 686.02			\$ 686.02	
Madsen, W.	9.1700	12.25		\$ 112.33			\$ 112.33	
Maier, John P.	9.1700	2.25		\$ 20.63			\$ 20.63	
McGahan, K.	15.3300	47.25		\$ 724.34			\$ 724.34	
McGillen, T.	17.6900	9.00		\$ 159.21			\$ 159.21	
McGowan, Cain	9.9800	12.50		\$ 124.76			\$ 124.76	
Moreno, Zachary T.	9.1700	54.50		\$ 499.77			\$ 499.77	
Moyrihan, B.	21.2200	79.25		\$ 1,681.69			\$ 1,681.69	
Noechel, J.	21.2200	81.25		\$ 1,724.13			\$ 1,724.13	
Olando, Michael	18.7400	70.75		\$ 1,325.86			\$ 1,325.86	
Tooman, Brittany	16.5000	93.00		\$ 1,534.50			\$ 1,534.50	
Vliet, A.	9.9800	70.75		\$ 706.09			\$ 706.09	
Weir, M.	23.5800	51.25		\$ 1,208.48			\$ 1,208.48	
Wilson, T.	21.2200	29.50		\$ 625.99			\$ 625.99	
Total: Fire		963.50		\$ 18,601.18		\$ -	\$ 18,601.18	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
D.P.W.								
Abramowicz, J.	20.2300	160.00	10	\$ 3,236.80	\$ 303.46	\$ 315.00	\$ 3,855.26	On-Call Pay
Archey, Je.	24.3500	160.00	1.00	\$ 3,896.00	\$ 37.03		\$ 3,933.03	
Brock, R.	25.8900	160.00	6.00	\$ 4,142.40	\$ 238.62		\$ 4,381.02	
Buers, D.	24.1300	160.00	6.00	\$ 3,860.80	\$ 224.10		\$ 4,084.90	
Dental, F.	22.6900	160.00	17.00	\$ 3,630.40	\$ 578.60	\$ 315.00	\$ 4,524.00	On-Call Pay
Jamison, M.	19.1500	160.00		\$ 3,064.00	\$ -		\$ 3,064.00	
Moritz, M.	22.7500	160.00		\$ 3,640.00	\$ -	\$ 2,820.00	\$ 6,460.00	Longevity Pay, Vacation Payout
Paver, V.	22.3500	160.00	0.50	\$ 3,576.00	\$ 17.02	\$ 1,000.00	\$ 4,593.02	Longevity Pay
Piasecki, T.	22.3500	160.00	6.50	\$ 3,576.00	\$ 221.20	\$ 405.00	\$ 4,202.20	On-Call Pay
Race, J.	19.4000	160.00		\$ 3,104.00	\$ -		\$ 3,104.00	
Valencia, A.	19.0000	160.00		\$ 3,040.00	\$ -	\$ 225.00	\$ 3,265.00	On-Call Pay
Total: D.P.W.		1,760.00	47.00	\$ 38,766.40	\$ 1,620.02	\$ 5,080.00	\$ 45,466.42	
Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
W.&W.W.								
Archey, Ju.	19.1500	160		\$ 3,064.00	\$ -		\$ 3,064.00	
Armstrong, C.	20.2700	160	9.00	\$ 3,243.20	\$ 273.65	\$ 225.00	\$ 3,741.85	On-Call Pay
Beason, R.	27.8700	160	3.00	\$ 4,459.20	\$ 128.88		\$ 4,588.08	
Blankstrom, D.	18.7100	160		\$ 2,993.60	\$ -	\$ 505.00	\$ 3,498.60	On-Call Pay
Claramitaro, J.	26.2200	160		\$ 4,195.20	\$ -	\$ 315.00	\$ 4,510.20	On-Call Pay
Erdmann, Kevin	20.2700	160		\$ 3,243.20	\$ -		\$ 3,243.20	
Gehring, D.	25.6200	160		\$ 4,099.20	\$ -	\$ 615.00	\$ 4,714.20	On-Call Pay
Popravsky, P.	21.2400	160		\$ 3,398.40	\$ -		\$ 3,398.40	
Total: W.&W.W.		1280.00	12.00	\$ 28,696.00	\$ 402.53	\$ 1,660.00	\$ 30,758.53	
Grand Total		7,433.00	219.50	\$ 213,319.19	\$ 10,176.17	\$ 8,340.00	\$ 231,835.36	

RESOLUTION NO. __-17

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

**RESOLUTION CHANGING THE CITY OF SOUTH LYON MERS RETIREMENT
PLAN FOR NEW HIRES IN THE NON-UNION ADMINISTRATIVE
EMPLOYEE DIVISION**

WHEREAS, the City of South Lyon is a participating municipality in the Municipal Employees' Retirement System (MERS) and is governed by the MERS Plan Document, as restated and amended from time to time, and other MERS provisions relating to the administration of City's retirement plan;

WHEREAS, the City currently provides a Defined Benefit plan as a retirement benefit to its employees, and its participating employees are separated into the following divisions: (01) AFSCME, (02) Police/Fire, (10) Non-union, (11) Clerical, and (20) Command;

WHEREAS, the City's Defined Benefit retirement plan is not fully funded, and the City desires to and has begun to pursue a plan to reduce its unfunded liabilities relating to the MERS retirement plan and to ensure its ability to continue to meet its financial obligations and to continue to provide services to its residents;

WHEREAS, the City has reviewed and considered the retirement benefits provided to other municipal employees in the area and current and future economic conditions and has concluded that it is the best interest of the City, its employees, and its residents to change the retirement benefits provided to new hires and bring its retirement benefits into line with similar retirement benefits provided to other municipal employees in the area;

WHEREAS, the City has received and reviewed an actuarial report dated September 8, 2017, prepared by CBIZ Retirement Plan Services which was provided to the City through MERS which shows the financial implications and impact on liabilities and contributions if the City closes the Defined Benefit plan to new entrants and adopts any of several Defined Contribution plan options, including a Defined Contribution Plus Plan which consists of a 401a Defined Contribution Plan and a 457b Deferred Compensation Plan, for new hires, transfers and re-hires;

WHEREAS, the City has already bargained for and approved collective bargaining agreements allowing the City to close the existing Defined Benefit plans to new hires in the bargaining units and to provide such new hires with a Defined Contribution plan after the City changes the retirement benefits for new hires in the non-union administrative division to a Defined Contribution or similar plan;

WHEREAS, The City desires to implement its plan to close its Defined Benefit plans to new hires in all divisions and to adopt and establish a MERS Defined Contribution Plus plan for new hires by first changing the retirement plan for new hires in the non-union administrative division to a MERS Defined Contribution Plus plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council approves and adopts the MERS Defined Contribution Plus retirement plan for non-union administrative new hires (Division 10);

2. The City Council approves and adopts the Resolution Adopting the MERS Defined Contribution Plan and authorizes the City Manager to execute same;

3. The City Council approves and authorizes the City Manager to complete and execute the MERS Defined Contribution Plan Adoption Agreement for non-union administrative new hires (Division 10) on or after 1/1/2018 with the Agreement being completed consistent with the following terms:

- a. Effective date is 1/1/2018 (Section II(A), page 1)
- b. Probationary period is 6 months from date of hire before a new hire is eligible to participate in the plan per the City's Personnel Manual (Section III, page 2)
- c. Vesting 5 year cliff meaning that the employee becomes 100% vested after 5 years (Section IV(1), page 3)
- d. Vesting will be calculated from the date of participation in the plan using the Elapsed Time Method and not from the date of hire (Section IV(1), page 3)
- e. Normal Retirement Age is 60 (Section IV(1), page 3)
- f. Contributions will be withheld from each paycheck on a bi-weekly basis and contributions will be reported and remitted to MERS on a bi-weekly basis (Section IV(2), page 3)
- g. Contributions will be as follows (subject to limitations of IRC Section 415(c)):
 - i. 401a Defined Contribution Plan (pre-tax) (Section IV(2), page 3):
 - 1) Mandatory 4% from employer
 - 2) Mandatory 5% from employee
 - ii. 457b Deferred Compensation Plan:
 - 1) Employee may contribute an additional 3% into the 457b Deferred Compensation Plan
 - 2) Employer match into the 401a Defined Contribution Plan equal to employee's voluntary contribution to the 457b Deferred Compensation Plan up to 3% (pre-tax)
- h. Voluntary employee contributions may be made after-tax (Roth), subject to the limitations of IRC Section 415(c) (Section IV(2), page 3)

- i. Compensation includes base wages and the following (Section IV(3), page 4):
 - i. Longevity pay, including pro-rated longevity pay
 - ii. Overtime pay
 - iii. Shift differentials
 - iv. Pay for periods of absence from work by reason of vacation, holiday and sickness
 - v. Workers compensation weekly benefits (if reported and are higher than regular earnings)
 - vi. A member's pre-tax contributions to a plan established under Section 125 of the IRC
 - vii. Short term or long term disability payments
 - viii. Other: banked and accrued vacation time
 - ix. Other 2: bonus or lump sum payments – e.g. contract (union) signing are excluded from compensation
- j. Loans will not be permitted

4. The City Council approves and adopts the Resolution Adopting the MERS Uniform 457 Supplemental Retirement Program Resolution and authorizes the City Manager to execute same;

5. The City Council approves and authorizes the City Manager to complete and execute the MERS 457 Participation Agreement for non-union administrative new hires (Division 10) on or after 1/1/2018 with the Agreement being completed based on the following terms:

- a. Effective date is 1/1/2018
- b. Probationary period is 6 months from date of hire before a new hire is eligible to participate in the plan per Personnel Policy (Section III, page 2)
- c. Contributions will be withheld from each paycheck on a bi-weekly basis and contributions will be reported and remitted to MERS on a bi-weekly basis (Section IV(2), page 3)
- d. Voluntary employee contributions to the 457b Deferred Compensation plan may be pre-tax or after-tax (Roth), subject to the limitations of IRC Section 415(c)
- e. Loans will not be permitted

- f. Automatic enrollment will not be permitted
- g. There will be no employer contributions to the 457b Deferred Compensation plan. All employer contributions go into the 401b Defined Contribution Plan only

6. The City Council adopts the MERS Alternative Transfer Rules and approves and adopts the MERS Employer Resolution Establishing Uniform Transfer Provision and authorizes the City Manager to execute same;

7. The existing Defined Contribution plan for non-union administrative new hires (Division 10) is closed;

8. The City Manager is authorized to complete and execute any additional documentation as provided for herein or otherwise consistent with current City practices relating to its retirement plan as may be required by MERS to implement the change in the retirement plan for non-union administrative new hires from the Defined Benefit plan to a Defined Contribution Plus Plan.

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 _____, 2017.

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on _____, 2017.

Lisa Deaton
City Clerk
South Lyon

Employer Resolution Establishing Uniform Transfer Provision



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

WHEREAS, the City of South Lyon is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, the Standard MERS Transfer policy became effective in August 2007; and

WHEREAS, under the Standard Transfer policy, all transferred employees (and rehired employees) are covered under the open employee plan associated with the defined employee group. Where the new plan is MERS Defined Contribution or Hybrid, the accrued defined benefit of transferring employee is frozen as of transfer date. Where the new plan is the MERS Defined Benefit, the transferring employee's service and wages will transfer to the new plan for purposes of calculating their retirement benefit.

WHEREAS, pursuant to Retirement Board action on November 10, 2010, the employing municipality or court may adopt for all its MERS divisions (present and future) an alternate policy which allows all transferred employees an individual choice at the time of transfer to either be placed in: (1) the division's open plan, or (2) the closed plan if it is the same plan type, provided there are active employees remaining in the closed division.

WHEREAS, this alternate transfer provision applies to transferred employees only; rehired employees will continue to be enrolled into the open plan; and

NOW THEREFORE BE IT RESOLVED, that effective January 1st, 20¹⁸, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all transferred employees (select only one):

- ☐ shall be covered under the open plan in the division into which they are transferred.
- ☒ shall be given the individual choice to either be placed in the open or closed plan if it is the same plan type provided there are active employees remaining in the closed plan.

MERS' Standard Transfer policy is an administrative process. Changes to such policy may impact MERS' ability to administer alternate and standard transfers in the future.

SEE PAGE 2 FOR CHART OF TRANSFER GUIDELINES

CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT

I hereby certify that this Resolution was adopted by (check one):

☒ The Governing Body of the City of South Lyon at its meeting held on 12/11/2017
(Name of Municipality) (dd/mm/yyyy)

☐ Administrative Order No. _____ adopted by the Chief Judge of the
(Order Number)

_____, on _____
(Name of Court) (dd/mm/yyyy)

Signature of Authorized Official: _____, Date: _____
(dd/mm/yyyy)

Printed name: _____ Title: _____

Resolution Adopting the MERS Defined Contribution Plan



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

WHEREAS, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

WHEREAS, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

WHEREAS, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

IT IS HEREBY RESOLVED:

1. On behalf of the participating entity, the governing body of
the City of South Lyon _____ adopts the MERS Defined
Contribution Plan in accordance with Plan Section 4 for its eligible employees as described
in the MERS Defined Contribution Adoption Agreement, subject to the MERS Plan
Document and as authorized by 1996 PA 220, as both may be amended;
2. The governing body agrees to the terms of and authorizes
(title) City Manager _____ to execute the initial
MERS Defined Contribution Adoption Agreement, a copy of which is attached hereto and
which is hereby incorporated by reference; and

I hereby certify that the above is a true copy of the Defined Contribution Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: December 11th, 2017.

(Signature of Authorized Official)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

Received and Approved by the Municipal Employees' Retirement System of Michigan:

Dated: _____, 20____.

(Authorized MERS Signatory)

Employer Resolution Establishing Uniform Transfer Provision



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

WHEREAS, the City of South Lyon is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, the Standard MERS Transfer policy became effective in August 2007; and

WHEREAS, under the Standard Transfer policy, all transferred employees (and rehired employees) are covered under the open employee plan associated with the defined employee group. Where the new plan is MERS Defined Contribution or Hybrid, the accrued defined benefit of transferring employee is frozen as of transfer date. Where the new plan is the MERS Defined Benefit, the transferring employee's service and wages will transfer to the new plan for purposes of calculating their retirement benefit.

WHEREAS, pursuant to Retirement Board action on November 10, 2010, the employing municipality or court may adopt for all its MERS divisions (present and future) an alternate policy which allows all transferred employees an individual choice at the time of transfer to either be placed in: (1) the division's open plan, or (2) the closed plan if it is the same plan type, provided there are active employees remaining in the closed division.

WHEREAS, this alternate transfer provision applies to transferred employees only; rehired employees will continue to be enrolled into the open plan; and

NOW THEREFORE BE IT RESOLVED, that effective January 1st, 2018, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all transferred employees (select only one):

- ☐ shall be covered under the open plan in the division into which they are transferred.
- ☒ shall be given the individual choice to either be placed in the open or closed plan if it is the same plan type provided there are active employees remaining in the closed plan.

MERS' Standard Transfer policy is an administrative process. Changes to such policy may impact MERS' ability to administer alternate and standard transfers in the future.

SEE PAGE 2 FOR CHART OF TRANSFER GUIDELINES

CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT

I hereby certify that this Resolution was adopted by (check one):

☒ The Governing Body of the City of South Lyon at its meeting held on 01/01/2018
(Name of Municipality) (dd/mm/yyyy)

☐ Administrative Order No. _____ adopted by the Chief Judge of the
(Order Number)

_____, on _____
(Name of Court) (dd/mm/yyyy)

Signature of Authorized Official: _____, Date: _____
(dd/mm/yyyy)

Printed name: _____ Title: _____

Employer Resolution Establishing Uniform Transfer Provision

In any transfer, employees' service is used toward vesting and eligibility in the new (active) plan. The employee takes on the benefit structure of the open plan on the first of the month that the plan is effective.

	Transfer to DB	Transfer to DC	Transfer to Hybrid
From DB	<p>Where a DB is the new benefit</p> <ul style="list-style-type: none"> All accrued wages, service transfer to the new plan and retirement is calculated using new DB benefits 	<p>Where DC is the new benefit</p> <ul style="list-style-type: none"> DB is frozen 	<p>Where Hybrid is the new benefit</p> <ul style="list-style-type: none"> DB is frozen DB of Hybrid begins accruing benefit service
From DC	<p>Where DB is the new benefit</p> <ul style="list-style-type: none"> DC remains participant directed, no future contributions Service earned helps meet vesting in both DB and DC plans 	<p>Where DC is the new benefit</p> <ul style="list-style-type: none"> Previous DC account balance and investment allocation are transferred into the new DC plan New contributions are directed to default fund until investment allocation is elected Future investment allocation / realignment is managed by the participant 	<p>Where Hybrid is the new benefit</p> <ul style="list-style-type: none"> Previous DC account balance and investment allocations are transferred into the new DC of Hybrid plan DB of Hybrid begins accruing benefit service
From Hybrid	<p>Where DB is the new benefit</p> <ul style="list-style-type: none"> DB of Hybrid is frozen DC of Hybrid remains participant directed, no future contributions, same eligibility for distributions applies DB benefit accrual begins with effective date of the plan 	<p>Where DC is the new benefit</p> <ul style="list-style-type: none"> DB of Hybrid is frozen DC of Hybrid account balance and investment allocations are transferred to the new DC plan New contributions are defaulted until participant changes investment allocation Future investment allocation/ realignment is managed by the participant 	<p>Where Hybrid is the new benefit</p> <ul style="list-style-type: none"> For DB of Hybrid – all accrued wages, service are transferred to the new plan and retirement is calculated using DB of H benefits For DC of Hybrid – previous DC of Hybrid account balance and investment allocations are transferred into the new DC of Hybrid plan

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. **Employer Name** City of South Lyon **Municipality #:** 6315

If new to MERS, provide your municipality's/court's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

- A. ☒ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of January, 2018.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☒ No vesting credit

☒ This division is for new hires, rehires, and transfers of current Defined Benefit* division # 10 and/or current Hybrid division # _____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see Plan Document, Section 64 for more information):

- ☐ Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)
- ☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for participants to make their election is: ____/____/____
- ☐ Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

** By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number _____), the effective date shall be the first day of _____, 20____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. ☐ If this is to **separate employees** from an existing *Defined Contribution division* (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. ☐ If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Non-union Administrative new hires on or after 1/1/2018

(Name of Defined Contribution division – e.g. All Full Time Employees, or General After 7/01/13)

To further define eligibility, (check all that apply):

- ☒ **Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be 6 month(s).
- ☐ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement. The temporary exclusion period will be _____ month(s).

MERS Defined Contribution Plan Adoption Agreement

IV. Provisions

1. Vesting (Check one):

- ☐ Immediate
- ☒ Cliff Vesting (fully vested after below number years of service)
☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☒ 5 years
- ☐ Graded Vesting
_____ % after 1 year of service
_____ % after 2 years of service
_____ % after 3 years of service (min 25%)
_____ % after 4 years of service (min 50%)
_____ % after 5 years of service (min 75%)
_____ % after 6 years of service (min 100%)

Vesting will be credited using (check one):

- ☒ Elapsed time method – Participants will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Participants will be credited with one vesting year for each calendar year in which _____ hours are worked

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions

a. Will be remitted (check one):

- ☐ Weekly
- ☒ Bi-Weekly (every other week)
- ☐ Semi-Monthly (twice each month)
- ☐ Monthly
- ☐ Other (must specify) _____

b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts					
Employee Contribution	5%	up to 3% 457				
Employer Contribution	4%	match up to 3%	in DC			

☒ Direct mandatory employee contributions as pre-tax

c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

MERS Defined Contribution Plan Adoption Agreement

3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- ☐ Medicare taxable wages reported in Box 5 of Form W-2
- ☐ All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals
- ☐ Compensation, for retirement purposes, is defined as base wages. Any of the following may be included:
 - ☐ Longevity pay
 - ☐ Overtime pay
 - ☐ Shift differentials
 - ☐ Pay for periods of absence from work by reason of vacation, holiday, and sickness
 - ☐ Workers' compensation weekly benefits (if reported and are higher than regular earnings)
 - ☐ A member's pre-tax contributions to a plan established under Section 125 of the IRC
 - ☐ Transcript fees paid to a court reporter
 - ☐ A taxable car allowance
 - ☐ Short term or long term disability payments
 - ☐ Payments for achievement of established annual (or similar period) performance goals
 - ☐ Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
 - ☐ Lump sum payments attributable to the member's personal service rendered during the FAC period
 - ☐ Other: _____
 - ☐ Other 2: _____

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. **Loans:** ☐ shall be permitted ☒ shall not be permitted
If Loans are elected, please complete and attach the *MERS Defined Contribution Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

MERS Defined Contribution Plan Adoption Agreement

3. Compensation:

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

- ☒ Medicare taxable wages reported in Box 5 of Form W-2 *Bonus pymts are not included - ie \$1,000 signing of contract lump sum pay*
- ☒ All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals
- ☒ Compensation, for retirement purposes, is defined as base wages. Any of the following may be included:
- ☒ Longevity pay
 - ☒ Overtime pay
 - ☒ Shift differentials
 - ☒ Pay for periods of absence from work by reason of vacation, holiday, and sickness
 - ☒ Workers' compensation weekly benefits (if reported and are higher than regular earnings)
 - ☒ A member's pre-tax contributions to a plan established under Section 125 of the IRC
 - ☐ Transcript fees paid to a court reporter
 - ☐ A taxable car allowance
 - ☒ Short term or long term disability payments **Employees turn in disability check for full 90 hr pay*
 - ☐ Payments for achievement of established annual (or similar period) performance goals
 - ☐ Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
 - ☒ Lump sum payments attributable to the member's personal service rendered during the FAC period *1.2 Banked & Accrued vacation time, Pro-rated Longevity*
 - ☐ Other: _____
 - ☐ Other 2: _____

NOTE: In either of the above elections, an employee's compensation shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

4. Loans: ☐ shall be permitted ☒ shall not be permitted

If Loans are elected, please complete and attach the *MERS Defined Contribution Loan Addendum*.

5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

MERS Defined Contribution Plan Adoption Agreement

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by City of South Lyon on
the 11th day of December, 2017. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Resolution, together with the MERS 457 Supplemental Retirement Program and Trust Master Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984, Section 36(2)(a), MCL 38.1536(2)(a) (MERS Plan Document (Section 36(2)(a)) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Municipal Employees' Retirement Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a), and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating "municipality" (as defined in Section 2b(2) in the Municipal Employees Retirement Act of 1984; MCL 38.1502b(2); Plan Document Section 2b(4)) or participating "court" (circuit, district or probate court as defined in Section 2a(4) – (6) of the Act, MCL 38.1502a(4) – (6); Plan Document Section 2a(4) – (6)) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

MERS Uniform 457 Supplemental Retirement Program Resolution

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
- VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

MERS Uniform 457 Supplemental Retirement Program Resolution

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

December 11 _____, 20 17.

(Signature of authorized official)

Municipality name: City of South Lyon

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20 _____

(Authorized MERS signatory)

MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS 457 Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. **Employer Name:** City of South Lyon
(Name of municipality or court)

Municipality Number: 6315 **Division Number (if amendment):** _____

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. **Effective Date:** The MERS 457(b) Program will be effective as follows (choose one):

☒ **Original Adoption.** The MERS 457(b) Program will be effective _____,
(Month and year)
with respect to contributions upon approval by the Program Administrator.

☐ To establish a new plan or replace current 457 carrier with the MERS 457 Program.

☒ To add the MERS 457 Program in addition to another 457 carrier.

Plan Name(s) and Provider(s):

ICMA-RC

VERY IMPORTANT: All eligible programs of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible 457 (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single program, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple programs, the Participating Employer must carefully review the Master Plan Document provisions.

☐ **Amendment and Restatement.** The amended and restated MERS 457(b) Program will be effective _____,
(Month and year)
with respect to contributions upon approval by the Program Administrator. The MERS 457(b) Program was originally effective _____.
(Month and year)

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

III. **Eligible Employees:** Only Employees as defined in the Program may be covered by the Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

Non-union Administrative hired on or after 1/1/18

IV. **Contributions will be remitted (check one):**

☐ Weekly ☐ Monthly
☒ Bi-Weekly (every other week) ☐ Other (specify) _____
☐ Semi-Monthly (twice each month)

MERS 457 Participation Agreement

- V. Roth Deferral Contributions:** ☒ shall be permitted ☐ shall not be permitted

If **Roth Deferral Contributions** are elected, the Program will allow Roth rollover contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth in-plan rollovers will also be allowed. Roth in-plan rollovers allow a participant who has reached 70½ or who has incurred a severance from employment to elect to have all or a portion of his or her pre-tax contribution account directly rolled into a designated Roth rollover account under the plan if the amount would otherwise be permitted to be distributed as an eligible rollover distribution. Any amounts that are rolled to the Roth rollover account are considered to be irrevocable and may not be rolled back to the pre-tax account.

- VI. Loans:** ☐ shall be permitted ☒ shall not be permitted

If Loans are elected, please complete and attach the *MERS 457 Loan Addendum*.

- VII. Automatic Enrollment:** ☐ shall be permitted ☒ shall not be permitted

If selected, please complete and attach the *MERS 457 Eligible Automatic Contribution Arrangement (EACA) Addendum*.

- VIII. Employer Contributions:** ☐ shall be permitted ☒ shall not be permitted

If selected, please complete and attach the *MERS 457 Employer Contribution Addendum*.

IX. Modification of the Terms of the Participation Agreement

If the employer desires to amend any of its elections contained in the Participation Agreement, including attachments/addendums, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Participation Agreement. The amendment of the new agreement is not effective until approved by MERS.

X. Enforcement

1. This Participation Agreement, including attachments/addendums may be terminated only in accordance with the Master Plan Document
2. The Employer hereby agrees to the provisions of the *MERS 457 Supplemental Retirement Program and Trust Master Plan Document*.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

XI. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Participation Agreement is hereby approved by City of South Lyon
on the 11th day of December, 2017. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS standard participant transfer rules
A REFERENCE GUIDE



*Helping you transfer an employee to
a different MERS division within
your municipality*

Participant Standard Transfer Rules

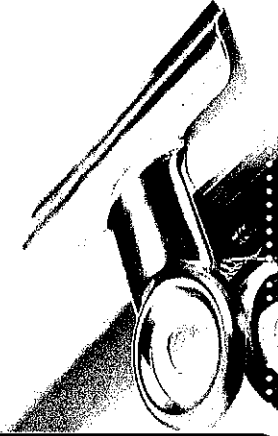
This reference guide provides step-by-step details on how a member's benefit plan is affected if they are transferred into a different division within your municipality.

The standard structure places the transferred participant into the active plan at the time of a transfer. Treating transferred members the same will provide consistency and effort-less recordkeeping during transfers. Employers may adopt an alternative transfer provision through the Employer Resolution Establishing a Uniform Transfer Provision.

Please note that *DB* means *Defined Benefit*, and *DC* means *Defined Contribution*.

Transferring to a division with:

Transferring from a division with:	Defined Benefit Plan (DB)	Defined Contribution Plan (DC)	Hybrid Plan
Defined Benefit Plan	<ul style="list-style-type: none"> The member's DB accrual under the first plan is entirely transferred to the new DB Plan Entire service will be calculated under the DB provisions of the new division upon retirement 	<ul style="list-style-type: none"> DC is the new plan DB account is frozen Future service from DC is used to help meet vesting and retirement eligibility under the previous DB Plan Frozen service from the DB account is used to help meet the vesting schedule for employer contributions under the new DC Plan 	<ul style="list-style-type: none"> Hybrid is the new plan DB account is frozen Hybrid – Part I (DB) service begins for future service only Future service from Hybrid is used to meet vesting and retirement eligibility under the previous DB Plan Frozen service from the previous DB account is used to help meet vesting under new Hybrid Plan Part I (DB) and Part II (DC) vesting schedule for employer contributions
Defined Contribution Plan	<ul style="list-style-type: none"> DB is the new plan DC account remains invested; however, no new contributions are deposited DC service time is used to help meet vesting and retirement eligibility under the new DB Plan Future service from the DB Plan is used to help meet the vesting schedule (for prior employer contributions) under the previous DC Plan 	<ul style="list-style-type: none"> The participant will be placed in the new DC Plan and the entire account balance from the previous plan will be transferred into the new plan Participant will have an open enrollment period to elect the contribution provisions within the new DC Plan Service from both DC Plans will be combined into the new plan The vesting schedule from the new plan will apply, and all combined service is used to meet the vesting schedule 	<ul style="list-style-type: none"> Hybrid is the new plan Hybrid – Part I (DB) service will begin for future service only, and service under the previous DC Plan is used to meet vesting The participant's DC account balance will be transferred to the Hybrid – Part II (DC) account Participant will have an open enrollment period to elect the contribution provisions within the new Hybrid – Part II (DC) Plan The vesting schedule from the new plan will apply, and all combined service is used to meet the vesting schedule
Hybrid Plan	<ul style="list-style-type: none"> DB is the new plan Hybrid – Part I (DB) is frozen Hybrid – Part II (DC) account remains invested however, no new contributions are deposited DB-only service begins for future service in new plan Frozen service from Hybrid Plan is used to help meet vesting and retirement eligibility under the new DB Plan Future service from the DB Plan is used to help meet vesting under the previous Hybrid Plan Part I (DB) and Part II (DC) vesting schedule (for prior employer contributions) 	<ul style="list-style-type: none"> DC is the new plan Hybrid – Part I (DB) is frozen Hybrid – Part II (DC) account balance will be transferred to the new DC Plan Participant will have an open enrollment period to elect the contribution provisions within the new DC Plan Frozen service from the Hybrid Plan is used to help meet the vesting schedule for employer contributions under the previous and new DC Plan 	<ul style="list-style-type: none"> The entire first Hybrid account is transferred to the new Hybrid Plan Entire service will be calculated under the new Hybrid Plan provisions upon retirement age 60 Continued service under previous and new Hybrid Plan is used to help meet vesting in Part I (DB) and Part II (DC) vesting schedule for employer contributions



IMAGE

Q&A

How do we let MERS know of a transfer?

Please complete the Standard Transfer Member Certification For Same Employer (Form #35) available on the MERS website, www.mersofmich.com and return it to us. Then begin reporting the member in the new division.

Does a member have a choice to enroll into any available plan?

No, the member must be placed into the active plan within the division in which the member is being hired or transferred.

Can a member begin drawing from their employer's old Defined Benefit Plan or Hybrid Plan if they are transferred to a new plan of the same employer?

No. A member is considered an active employee and is not eligible to begin drawing their frozen Defined Benefit or Hybrid Plan with the same employer unless a termination of service has occurred. However, if the frozen accrued benefit is from a different employer, the member may begin drawing that benefit at the time of eligibility under the other plan.

If a member has frozen service under the Defined Benefit Plan and has transferred to a Defined Contribution Plan, what kind of statements will they receive?

Once MERS has frozen a member's Defined Benefit Plan, they will receive a deferred estimate. This estimate will give the member the benefit payable under the plan at their earliest retirement age. This estimate will not change unless the member returns to a Defined Benefit Plan with the same employer.

The member will also begin receiving a quarterly statement from their new Defined Contribution Plan.

If a member has assets under a Defined Contribution Plan and has transferred to a Defined Benefit Plan, what kind of statements will they receive?

As long as a member has a balance in the Defined Contribution Plan, they will receive a quarterly statement. Members will also have the ability to continue to invest their account into the funds of their choice.

**Municipal Employees' Retirement System of Michigan • 1134 Municipal Way • Lansing, MI 48917
517.703.9030 • 800.767.2308 • www.mersofmich.com**

This publication contains a summary description of MERS benefits, policies or procedures. MERS has made every effort to ensure that the information provided is accurate and up to date (as of the date of publication 01/25/11). If this publication conflicts with the relevant provisions of the Plan Document, the Plan Document Controls. MERS, as a governmental plan, is exempted by state and federal law from registration with the SEC. However, it employs registered investment advisors to manage the trust fund in compliance with Michigan Public Employee Retirement System Investment Act. Past performance is not a guarantee of future returns. Please make independent investment decisions carefully and seek the assistance of independent experts when appropriate.



Channel 19

Cable Commission Update

Our charter

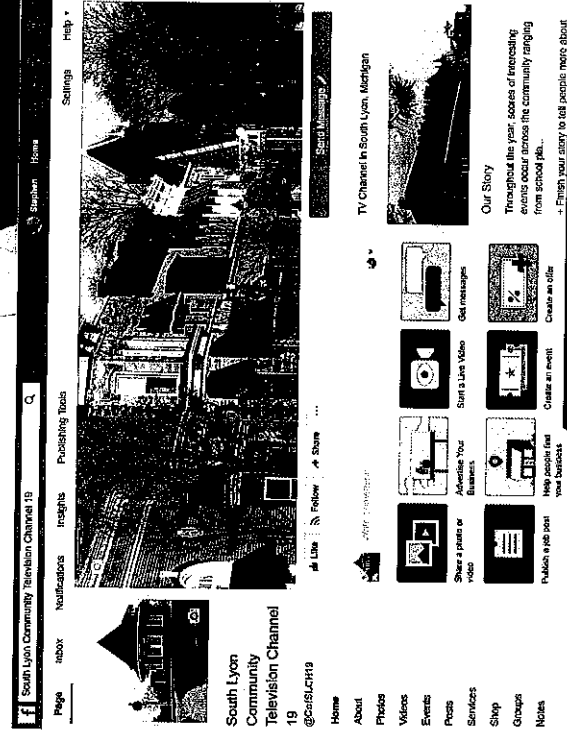
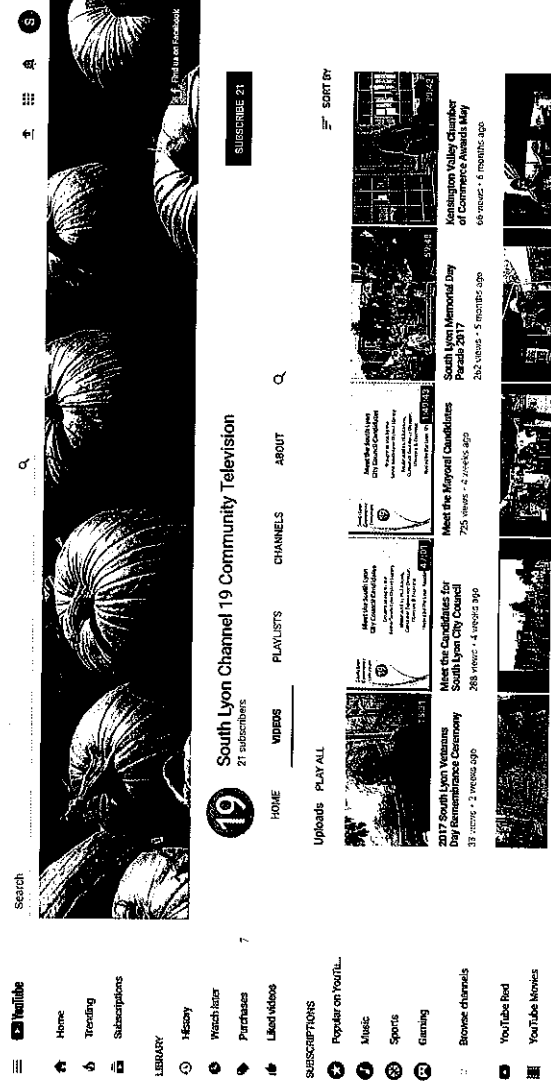
- ▶ **Enable and facilitate the development and operation of a local access cable channel** that delivers timely, entertaining and informative programming consisting of education, sports, entertainment, local interest and information to the community on the city's Channel 19.
- ▶ The Cable Commission is dedicated to **providing media production tools and training** to encourage residents and community organizations to share creative and informative localized video content.

Content & Events in 2017

- ▶ Memorial Day Parade and Memorial Service
- ▶ Cool Yule Parade and Tree Lighting
- ▶ Pumpkinfest Parade and Activities
- ▶ Blues, Brews & Brats
- ▶ Farmers Market
- ▶ Kiwanis Christmas Trees
- ▶ Candidate Forum for local elections
- ▶ High School sports
- ▶ Victory Day
- ▶ Choir Performances
- ▶ Heritage Day
- ▶ Travel Tips
- ▶ War Dog Memorial Events
- ▶ Veteran's Day Ceremony
- ▶ Kiwanis Easter Egg Roll
- ▶ Recreation Department events
- ▶ Robotics

Key Progress

- ▶ Daily Scheduling of content on Playback System
- ▶ YouTube channel - provides a playlist of current video content in addition to an archive of past programming.
- ▶ Facebook Page - <https://www.facebook.com/CofSLCH19/>



Challenges

- ▶ The biggest challenge is getting coverage of all the great events that are happening within South Lyon - most events on Channel 19 are currently being covered by the cable commission members - we need a larger base of volunteers.

Our Idea - Underwriting

- ▶ The Cable Commission is currently exploring a simple annual underwriting program. This approach of underwriting follows examples currently used by other communities both locally here in the Detroit Metro area and around the United States.
- ▶ Potential underwriters are business owners in the South Lyon area. Funds generated from this program are owned by the City of South Lyon but are earmarked for use solely by the South Lyon Cable Commission to operate South Lyon Community Television.
- ▶ Funds would be used for:
 - ▶ Intern/Media Room Operator
 - ▶ Compensate volunteers for coverage of local events for playback on Channel 19
 - ▶ Media Supplies (Cameras, Tripods, SD Cards, Monitors, etc)

Sample Underwriting Package

- ▶ Individual custom slide at the top of each hour with voice over such as: South Lyon Community Television is supported by 'General Industries'.
- ▶ Custom slides added to the playlist on the South Lyon Community Television YouTube Channel.
- ▶ A page specific to underwriters will display company logo, phone and URL on the South Lyon Community Television Facebook page and website.
- ▶ Quarterly, underwriters will be acknowledged through posts on the South Lyon Community Television Facebook page.
- ▶ Programming created for events sponsored by the underwriter.
- ▶ In-store sign promoting the business's commitment to South Lyon Community Television

PRINCIPALS

George E. Hubbell
Thomas E. Blehl
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix
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SENIOR ASSOCIATES

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HUBBELL, ROTH & CLARK, INC.

OFFICE: 105 W. Grand River
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EMAIL: info@hrc-engr.com

July 13, 2016

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

Attention: Mr. Lloyd Collins, Police Chief
Mr. Mike Kennedy, Fire Chief

Re: Proposal for Professional Engineering & Architectural Services
Needs Assessment Study
Proposed Police and Fire Department Facility
City of South Lyon

HRC Job No. 20160484.01

Dear Mr. Collins and Mr. Kennedy;

Hubbell, Roth & Clark, Inc. (HRC) is pleased to provide a proposal for Professional Engineering and Architectural Services to assist the City of South Lyon with developing a strategic study that will assess the new building space requirements needed to accommodate the City's Police and Fire Department operations. In 2005, HRC completed a similar study for the City focusing only the Police Department facilities. The Executive Summary from that report is attached for reference. After HRC published the *South Lyon Police Department Needs Assessment and Site Analysis* in 2005, the City of South Lyon did not pursue the project any further at that time.

HRC staff recently met jointly with you both to discuss the desired scope of work of the current Needs Assessment Study. We understand that the preferred location of this new facility would be somewhere in McHattie Park. This location is centrally located, provides high visibility to the public and allows for immediate access to the City's major roadways for quicker response times. There was also interest expressed to evaluate three (3) other locations within the City including: the existing Police and Fire Department site, the City-owned parking lot site located north of Whipple Street (east of Warren) and on the east side of South Lafayette, south of the South Lyon City Trails.

HRC will again be teaming with Redstone Architects, Inc. (RAI) to provide the City with the professional expertise necessary to study, design and deliver a state-of-the-art facility. RAI has extensive criminal justice facility study and design experience across the state of Michigan. Our team has successfully designed new police/jail facilities, additions, or renovation work for the following Cities: Battle Creek, Birmingham, Berkley, Beverly Hills, Dearborn, Delhi Township, Detroit, Flint, Garden City, Grosse Pointe Park, Kentwood, Lowell, Marysville, Midland, Mount Clemens, Redford, Richmond, Saline, Southfield; Troy and West Bloomfield. Also for the following Townships & Villages: Brownstown, Clinton, Franklin, Shelby and Waterford. In addition, the team has also provided professional engineering and architectural services to the Michigan State Police, as well as for the Jackson State Prison and the Federal Correctional Institute in Milan, Michigan.

For the City's new Police and Fire Department facilities, we propose a comprehensive and systematic approach to develop an understanding of the necessary building space, site considerations and schematic building design to accommodate the City's public safety operations.

We propose a phased approach to this study that will consist of the following tasks.

- Phase IA – Needs Assessment
- Phase IB - Site Assessment
- Phase II - Schematic Building Design

PHASE IA – NEEDS ASSESSMENT:

- ≡ Project kick-off meeting with the City to establish team responsibilities, methods of approval, project procedures and schedule requirements.
- ≡ Consult with the City staff to determine its criteria and objectives regarding design quality and the City's budget for the project.
- ≡ Conduct interviews with the Police Chief, Fire Chief and City Manager to obtain information regarding space usage, projected growth or organizational changes, including:
 - Size and function of departments.
 - Document space use by each department.
 - Requirements for offices, work stations, and common use areas (conference, reception, files, storage, etc.).
 - Requirements for special areas and support areas.
 - Adjacency priorities (i.e., relationships among various groups affecting work-flow and communications).
 - Develop a qualitative analysis of City's expectations.
- ≡ Document and tabulate a space program report that will include the following:
 - Summaries and tabulations of personnel and departmental square footage and special requirements at move-in and for target years.
 - Space standards for offices and work stations will be provided by the Chief's and reviewed by the architect for suitability.
 - Summarize space standards for auxiliary work areas.
 - Requirements for specialized areas such as conference rooms, interview rooms, holding cells, overnight quarters, etc.
 - Adjacency relationships, internal and external.
- ≡ Project budgeting services relating to development of a Statement of Probable Cost for construction and a Projected Total Project Budget.
- ≡ Prepare final report, and present to City Manager, Police Chief, Fire Chief and City Council. Our scope of work includes attendance and presentation at one (1) public meeting.

PHASE IB – SITE ASSESSMENT:

- ≡ Discipline coordination and site analysis activities for four (4) sites:
 - Coordination between the architectural work, engineering considerations, and utility/mechanical disciplines for the project.
 - Review, confirming and coordination of documents prepared for the project by all disciplines.
- ≡ Site analysis services consisting of:
 - Evaluating setbacks, parking and circulation concepts
 - Development of supporting data
 - Preparation of presentation materials
 - Attendance at one (1) public meeting
- ≡ Prepare a site block diagram for all four (4) sites. Review this conceptual site configuration/layout with the City.
- ≡ Once a single site location is determined, a building plan bubble diagram will be prepared to conceptually identify how the building space could be utilized. Review this conceptual building layout with the City.
- ≡ Project budgeting services relating to development of a Statement of Probable Cost for site work based on needs assessment and scheduling of site work including:
 - Site grading
 - On-site utilities
 - Utilities connections
 - Off-site utilities work
 - Drainage
 - Paving
 - Site lighting
 - Lawn & landscaping work
- ≡ Presentation services consisting of the Needs Assessment, Site Assessment studies, reports and data by the team to the following:
 - Police Chief
 - Fire Chief
 - City Manager

PHASE II – SCHEMATIC BUILDING DESIGN:

- ≡ Preliminary architectural design/documentation services during the Schematic Building Design Phase responding to program requirements and consisting of preparation of:
 - Conceptual site and building plans
 - Preliminary sections and elevations
 - Preliminary selection of building systems and materials
 - Development of approximate dimensions
- ≡ Structural design/documentation services consisting of recommendations regarding design structural materials and systems, analyses and development of conceptual

design solutions for a predetermined structural system.

- ≡ Mechanical design/documentation services consisting of consideration of materials, systems, and equipment, and development of conceptual design solutions for:
 - Energy source(s)
 - Energy conservation
 - Heating and ventilation
 - Air conditioning
 - Plumbing
 - Fire protection
 - Special mechanical systems
 - Process systems
 - General space requirements
 - Systems narrative
- ≡ Electrical design/documentation services consisting of consideration of basic electrical materials, systems and equipment, and development of conceptual design solutions for:
 - Power service and distribution
 - Lighting
 - Telephones
 - Fire detection and alarms
 - Security systems
 - Electronic communications
 - Special electrical systems
 - General space requirements
- ≡ Civil design/documentation services consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - On-site utility systems
 - Off-site utilities work
 - Fire protection systems
 - Drainage systems
 - Paving
- ≡ Materials Research/Specifications services:
 - Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
 - Investigation of availability and suitability of alternative architectural materials, systems, and equipment
 - Coordination of similar activities with all disciplines
- ≡ Project development scheduling services during the Schematic Design Phase consisting of reviewing and updating previously established schedules or initial development of schedules (if not previously established) for decision-making, design, documentation, contracting and construction.
- ≡ Prepare statement of Total Probable Construction Cost based upon the City approved of Phase IA, IB and II.
- ≡ Prepare a final report and make one (1) presentation of the Schematic Building Design Documents by the Architect to the following client representatives (as required):
 - Police Chief
 - Fire Chief
 - City Manager
 - Planning Commission
 - Community / User group(s)
 - City Council

Mr. Lloyd Collins & Mr. Mike Kennedy
June 21, 2016
HRC Job Number 20160484.01
Page 5 of 5

We estimate that the fees for these services under Phase IA & IB will be \$9,800 and \$15,900 respectively. In addition, we estimate that the fees to perform the tasks under Phase II will be based upon 1.5% of the estimated Probable Construction Costs that are developed in Phase IA & IB.

The following summarizes the proposed fees:

Phase	Estimated hours		Estimated Costs
	Redstone	HRC	
IA	54	10	\$9,800
IB	62	48	\$15,900
II	TBD	TBD	TBD

A breakdown of the fees by classification is attached for your reference.

The total fees for Phase IA and Phase IB work described herein are \$25,700. The Phase II fee will be estimated upon completion of Phase IA and IB. We will invoice the City for only the actual hours used, and these budget amounts will not be exceed without your authorization. The following additional services can be provided upon request and will be billed based on our cost times a 2.8 multiplier in accordance with our current contract with the City:

- Color 3-D REVIT rendering of the selected facility
- Evaluation of additional alternate sites for the proposed facility
- Budget analysis, phasing alternatives or additional detailed cost estimates

We are confident that upon completion of this process, the City of South Lyon will have the information necessary to embark on the budgeting and final design of the new Police and Fire Department Facility.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Jonathan Booth, P.E.

JB/jb

pc: City of South Lyon; B. Martin
RAI; D. Redstone
HRC; J. VanDeCreek, M. Darga, file

EXECUTIVE SUMMARY

Hubbell, Roth & Clark, Inc. ("HRC") and its police architect specialist, Redstone Architects, Inc. ("RA"), were engaged by the City of South Lyon to determine the needs of the South Lyon Police Department. Representatives of HRC and RA met with Chief Lloyd Collins and Sergeant Steve Sharpe of the South Lyon Police Department, as well as with City Manager Rodney Cook, in February and March of 2004 to discuss departmental operations, as well as to identify current and future operations. Additional information gathering meetings were held with the South Lyon personnel in September 2004, February 2005 and April 2005.

In addition, we were engaged to conduct a visual building condition analysis for the police department building, constructed in 1990, and the former city hall building, built in the 1960's. Finally, we were asked to analyze two sites based on the results of the Needs Assessment. The two sites are the existing police department/fire station site and the municipal parking lot site on Whipple Street.

Population data was obtained from the City of South Lyon and the Southeast Michigan Council of Governments ("SEMCOG").

The results of our study can be summarized as follows:

1. The growth of the City of South Lyon is leveling off, and its future population will stabilize at approximately 14,000 people, versus the current population of approximately 11,158 (SEMCOG April 2005 estimate).
2. The Police Department needs significantly more space to operate effectively, now and for the decades to come. Based on interviews and discussions with the Police Department and city officials, we recommend a new facility ranging in size from a minimum of 10,141 square feet to approximately 14,770 square feet.
3. The existing facilities are too small to accommodate the identified needs of the Department. The mechanical and electrical systems of the existing buildings are inadequate and obsolete. The buildings are inflexible, due in part to the use of bearing wall construction.
4. The existing site is inadequate to support the necessary police facilities and the fire station. This is due in large part to conflicting security and vehicular circulation patterns between the two departments.
5. The Whipple Street parking lot and adjacent strip of undeveloped land west of the lot is sufficient in size to accommodate a new police building, including parking for staff and public, as well as satisfying security issues. This site contains over 1.2 acres in total.
6. We project that the cost of the new facility, including building and site construction, professional fees, and furniture, fixtures and equipment ("FF & E"), to be \$2,330,000 for the minimum square footage listed to \$3,190,000 for the maximum square footage, projected to a late 2005 through 2006 construction time period.

The two sizes are shown to indicate what options could be built for the Department. The minimum square footage represents a fairly "spartan" facility that has limited storage space and also relies on the existing police station facility remaining to house some of the

Departmental functions that can be housed remotely without effecting Departmental operations, training and an Emergency Operations Center. The maximum square footage number represents a facility that can self-sustain itself with ample records storage and does not require additional space at another location for training or an Emergency Operations Center. The larger facility would contain all the functions and services that the Police Department personnel indicated were desirable for a new facility.

Part of the information gathering process was to visit several other Police Departments to look at their facilities and talk to their respective staffs on the good points of their facilities. The Departments that were visited were Grand Blanc and Flushing. After gathering this data the three departments were compared relative to the square miles of city they cover, the population they serve and the physical size of the Grand Blanc and Flushing facilities. The data was normalized to include items that the departments each felt were shortcomings in their facilities. When the square footage of the facilities was divided by the number of personnel in the department, and then the South Lyon projected personnel number was multiplied by the space required per person, this number indicated that South Lyon's Police Facility should be approximately 11,000 square feet. This is within the minimum and maximum range that is projected by this report.



MI0186 Local Government Loan Program (LGLP) - FY 2016

eCivis Grant Detail

Grant: MI0186 Local Government Loan Program (LGLP) - FY 2016

Provided for: Lynne Ladner of South Lyon, City of

On Monday, December 4, 2017 6:23:33 AM PST

Summary

Type: Michigan

Agency: MI Department of Treasury

Office: Michigan Finance Authority (MFA)

Multipart Grant: No

Next Due: Rolling

Solicitation Date: Rolling

Match Required: No

Actual Funds: Unspecified

Summary:

The purpose of this program is to provide loans to address the needs of public entities in Michigan. Loans will typically be provided in the form of tax-exempt bonds or installment purchase contracts.

Loans have previously been used for the following costs:

- Purchases of equipment
- School buses
- Fire trucks
- Real property
- Energy conservation improvement
- Infrastructure needs
- Refunding existing debt

Eligible types of loans include:

- Insured bonds
- Local project bonds
- School program bonds
- Transportation fund bonds
- Revenue sharing bonds

Eligibility/Application

Eligibility Notes:

Eligible applicants are public entities, including units of local government.

Eligible Applicants:

Local Government

Application Notes:

Applications are accepted on a **rolling** basis.

To initiate the application process, applicants must contact the program staff using the information provided in the Contact section.

Refer to the NOFA file for additional application information.

Financial

Match Required:

No

Actual Funds:

Unspecified

Match Notes:

There are no stated matching requirements for this program.

Borrowers may pledge security in the form of state aid, or their own investment or bond insurance.

Funding Notes:

An unspecified amount of funding is available through this program to provide loans, typically in the form of tax-exempt bonds or installment purchase contracts. Eligible types of loans include:

- Insured bonds
- Local project bonds
- School program bonds
- Transportation fund bonds
- Revenue sharing bonds

Loans will be made for a 3- to 30-year period. Interest rates will vary according to the loan period and the type of loan.

Contact/Files

Contact:

Program Staff
(517) 335-0994
Fax: (517) 241-9509
TreasMFA@michigan.gov

Agency Address:

Michigan Finance Authority
Austin Building, 1st Floor
430 W. Allegan
Lansing, MI 48922

Contact Notes:

Questions should be directed to the program staff.

To initiate the application process, applicants must contact the program staff. The agency address provided is for reference purposes only.

Files:

Downloadable Pre-Award Files:

NOFA File: MI0186_NOFA_FY2016.pdf - 44.9 Kb

File Notes:

The NOFA file contains the solicitation for this program.

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United States Department of Agriculture
Rural Development



\$50,000 No Grant
11,

Community Facilities Direct Loan & Grant Program in Michigan Program 101

Abbreviated Fact Sheet

Program Status: Open

What does this program do?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

Who may apply for this program?

Eligible borrowers include:

- Public bodies
- Community-based non-profit corporations
- Federally-recognized Tribes

What is an eligible area?

Rural areas including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest U.S. Census Data are eligible for this program.

How may funds be used?

Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses.

Examples of essential community facilities include:

- Health care facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars or street improvements
- Community support services such as child care centers, community centers, fairgrounds or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment
- Educational services such as museums, libraries or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs or greenhouses

For a complete list see Code of Federal Regulations 7 CFR, Part 1942.17(d) for loans; 7 CFR, Part 3570.62 for grants.

What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our loan guarantee program. These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

What are the funding priorities?

3 1/2 %
into next carry over

G.O. can do 40 weeks reg G.O.

- Priority point system based on population, median household income
 - Small communities with a population of 5,500 or less
 - Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

What are the terms?

Funding is provided through a competitive process.

Direct Loan:

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicants authority, or a maximum of 40 years, whichever is less
- Interest rates are set by Rural Development, contact us for details and current rates
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area and population of the community
- There are no pre-payment penalties
- Contact us for details and current interest rates applicable for your project

Grant Approval:

1. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs: Maximum of 75 percent when the proposed project is:
 - Located in a rural community having a population of 5,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.
2. Maximum of 55 percent when the proposed project is:
 - Located in a rural community having a population of 12,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.
3. Maximum of 35 percent when the proposed project is:
 - Located in a rural community having a population of 20,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.
4. Maximum of 15 percent when the proposed project is:
 - Located in a rural community having a population of 20,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.
 - Grant funds must be available

Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

How do we get started?

- Contact your local office to discuss your specific project
- Applications for this program are accepted year round
- Program resources are available online (includes forms needed, guidance, certifications)
- Request a Data Universal Number System (DUNS) number if your organization doesn't already have one. It should not take more than a few business days to get your number.
- Register your organization with the System for Award Management (SAM) if you aren't already registered. The registration is free, but you need to complete several steps.

Who can answer questions?

Contact your local RD office.

What governs this program?

- Direct Loans: 7 CFR Part 1942, Subpart A
- Grants: 7 CFR Part 3570, Subpart A

NOTE: Because citations and other information may be subject to change please always consult the program Instructions listed in the section above titled "What Law Governs this Program?" You may also contact your local office for assistance.

Forms & Resources

NOTE: If state specific forms are not shown above, please refer to the application materials listed below to start the process of applying. Please ensure that your state is selected in the dropdown menu above to find the State Office contact information for this program and speak to a [Community Programs Specialist](#) before attempting to fill out any forms or applications. This will save you valuable time in the process.

Application Checklist for use with this program:

RD Form 1942-40, Checklist - Public Body (pdf) or

RD Form 1942-39, Checklist - Other Than Public Bodies (pdf)

Engineering

Individual states may have particular requirements based on state and local regulations. Please select your state in the dropdown menu above to find your local contact for this program.

Environmental

Rural Development environmental requirements can be found here: [RD 1970 Environmental Policies and Procedures](#). Benefits of the 1970 environmental regulations are described here: [7 CFR 1970 Benefits](#).

Architect

Rural Development (RD) Programs, such as Community Facilities (CF) and Multi-Family Housing (MFH), involve the construction of new buildings or renovation of existing facilities. The development of these facilities involves the need for architectural services for the preparation of plans, specifications, public bidding, contracting, construction, and construction monitoring.

Applicants, at the earliest possible time, should provide a Preliminary Architectural Feasibility Report, including the Cost Estimate, for the review by the RD Area Loan Specialist and RD State Architect. These two documents are needed to determine the project's feasibility. RD's State Architect will evaluate and provide architectural/construction guidance to the Applicants and their Architects, for RD financed architectural projects, in the following areas:

Initial site visit & evaluation of the proposed project
Preliminary Architectural Feasibility Report
Agency concurrence of Owner/Architect Agreements
Agency acceptance of Plans & Specifications
Agency concurrence of Construction Contract documents
Construction & construction monitoring

Interest Rates

Current interest rates for the 1st Quarter of Fiscal Year 2018, effective October 1 - December 31, 2017

Poverty: 4.500%*

Intermediate: 4.00%*

Market: 3.50%

For this quarter, all loans will be given at the lower market rate.

Contacts

USDA RD State Office

3001 Coolidge Rd.
Suite 200
East Lansing, MI 48823
517-324-5190 | Fax 855-813-7741

Jason Church
Acting State Director

Public Information Coordinator
Alec Lloyd
517-324-5204

Community Programs Staff

517-324-5156

Single Family Housing Staff

517-324-5210

Business Programs Staff

517-324-5157

Multi-Family Housing Staff

517-324-5142

Gladstone Area Office

2003 Minneapolis Ave.
Gladstone, MI 49783
906-428-1060 Ext. 4

Sault Ste. Marie Office

2847 Ashmun
Sault Ste. Marie, MI 49783
906-632-9611 Ext. 4

Traverse City Area Office

1501 Cass St., Suite A
Traverse City, MI 49684
231-941-0951 Ext. 4

West Branch Office

240 W. Wright St.
West Branch, MI 48661
989-345-5470 Ext. 4

Caro Area Office

1075 Cleaver Rd.
Caro, MI 48723
989-673-8173 Ext. 6

Grand Rapids Area Office

3260 Eagle Park Dr., Suite 107
Grand Rapids, MI 49525
616-942-4111 Ext. 6

Paw Paw Office

1035 East Michigan Ave., Suite A
Paw Paw, MI 49079
269-657-7055 Ext. 4

Mason Area Office

525 N. Okemos St., Suite B
Mason, MI 48854
517-676-1808 Ext. 4

Flint Office

1525 North Elms Rd.
Flint, MI 48532
810-230-8766 Ext. 4

Bob Mushinski

Mary Capizzo

810-605-3127

Mary. Capizzo@mi.usda.gov



To: John Galeas, Mayor
From: Anita Campbell, Contract Coordinator
RE: IT Services Agreement with Exhibits for new GIS services
Date: September 21, 2017

Oakland County and your community entered into the attached agreement for the purpose of providing your community with IT Services described in the Exhibits attached within. The County is pleased to make the following **new** GIS Services available as well: **ArcGIS Online Exhibit XI, Data Sharing Exhibit XII and Pictometry Licensed Products Exhibit XIII.**

To add these new services to those services already being consumed by your agency, a new IT Services Agreement (also attached) must be executed to include the GIS Exhibits. Note that since your current agreement includes CLEMIS, **Addendum A** to **Exhibit X** will need to be re-signed as well.

Any questions from a business perspective regarding the GIS Exhibits can be directed to me at campbella@oakgov.com or 248-858-2388. Legal questions should be directed to Joellen Shortley of Oakland County Corporation Counsel (shortleyj@oakgov.com) or 248.858.2155. If you have any legal questions regarding the CLEMIS Exhibit, please contact Jodi Hall of Oakland County Corporation Counsel at 248-858-0555.

To execute the new Agreement:

1. Print two copies.
2. Obtain the appropriate dated signatures for **Exhibit X - CLEMIS, Addendum A.**
 - a. Your Public Body representative, Police Chief/Director and/or Fire Chief may sign **Addendum A** for CLEMIS Services if they are **authorized** to sign for your department.
 - b. If your jurisdiction includes both Police & Fire (FRMS) Members, services for both are included in this one agreement.
 - c. Complete the section re: **Crash Report Payment Amount & Enhanced Access Fee Disbursement.**
3. Complete and obtain the appropriate signature for **Exhibit XI - ArcGIS Online, Addendum A.**



4. If necessary, complete and obtain the appropriate signature for **Exhibit XII – Data sharing, Contractor Data Sharing Services Acknowledgement Agreement**.
5. Complete and obtain the necessary signatures for **Exhibit XIII - Pictometry Licensed Products, Attachment A** and, if necessary, **Attachment B**.
6. Obtain the appropriate dated signatures from your city council or township board and witness on page 12 of the **IT Services Agreement**.
7. Obtain a certified copy of the resolution or minutes from your Public Body that gives authorizing signatory permission to sign this Agreement.
8. Return the signed documents along with a certified copy of the resolution or minutes to:

Oakland County Information Technology
1200 N Telegraph Road, Bldg. 49W
Pontiac, MI 48341-0421
ATTN: Anita Campbell

A copy will be returned to you after it has been fully executed by Oakland County.



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

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

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

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

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

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

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.8.5. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.6. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.7. **Remedial Support Services** means the services as defined in Exhibit VI.
 - 1.8.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
 - 1.8.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics,

and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

1.8.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).

1.8.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery

1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.

1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

- Exhibit I: Online Payments
- Exhibit II: Over The Counter Payments
- Exhibit III: Pay Local Taxes
- Exhibit IV: Jury Management System
- Exhibit V: Web Publishing Suite
- Exhibit VI: Remedial Support Services
- Exhibit VII: Data Center Use and Services
- Exhibit VIII: Oaknet Connectivity
- Exhibit IX: Internet Service
- Exhibit X: CLEMIS
- Exhibit XI: ArcGIS Online
- Exhibit XII: Data Sharing
- Exhibit XIII: Pictometry Licensed Products

2. **COUNTY RESPONSIBILITIES.**

2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in Exhibit(s) VIII, X, XI, XII and XIII which are attached and incorporated into this Agreement.

2.2. County shall support the I.T. Services as follows:

2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.

2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.

- 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
- 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.
- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
- 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
- 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
- 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
- 3.7.1. Direct coordination and interaction with County staff.
- 3.7.2. Communication with general public supported by Public Body.

- 3.7.3. Following County's procedures to report an application incident.
- 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
- 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
- 3.7.6. Requesting security changes and technical support from the Service Center.
- 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.

- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

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

Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. **ASSURANCES.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **DISCLAIMER OR WARRANTIES.**

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

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

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for

possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

14. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

16. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 20.2. If Notice is sent to Public Body, it shall be addressed to: John Galeas, Mayor, City of South Lyon, 335 S. Warren St., South Lyon, MI 48178.
- 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
22. **ENTIRE AGREEMENT.**
- 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.

- 22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____
Dan Pelchat,
Mayor

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT
ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

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

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

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

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

PUBLIC BODY RESPONSIBILITIES.

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

OakNet Connectivity Exhibit VIII

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

SUPPORT

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

SERVICE SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

**EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS**

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

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

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EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
 - 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
 - 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
 - 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
 - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
 - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
 3. **PUBLIC BODY RESPONSIBILITIES.**
 - 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
 - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
 - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
 - 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly.

to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

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

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

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

designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application") and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

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

Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

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

7. **CLEMIS ADVISORY COMMITTEE.**

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and

counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

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

- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

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

- ☒ **Tier 1**
- ☒ 16 or more FTE's ☐ 6 – 15 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 2**
- ☐ 16 or more FTE's ☐ 6 – 15 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 2.5**
- ☐ 16 or more FTE's ☐ 6 – 15 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 3**
- ☐ 16 or more FTE's ☐ 6 – 15 FTE's ☐ 1 – 5 FTE's
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- ☐ **Tier 6 (eCLEMIS)**
- ☐ 19 or more FTE's ☐ 6 – 18 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- ☐ **Tier 8 Jail Management (outside Oakland County)**
- ☐ **Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)
- ☐ **District Court in Oakland County** (excluding 52nd District Courts)
- ☐ **Pays CLEMIS Fee:** receives ticket data.
- ☐ **OPT-OUT of CLEMIS Citation Payment Application**
- ☐ **Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- ☐ **District Court outside Oakland County**
- ☐ **Pays CLEMIS Fee:** receives ticket data.
- ☐ **OPT-OUT of CLEMIS Citation Payment Application**
- ☐ **Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- ☐ **Circuit Court** (outside Oakland County - does not contribute any data)
- ☐ **Prosecutor Office** (outside Oakland County, does not contribute any data)
- ☐ **FRMS Participant** (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

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

- ☒ **Mobile Data Computers ("MDC")**
- ☒ WITH County provided wireless ☐ WITHOUT County provided wireless
- ☐ CAD Only WITHOUT County provided wireless

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

- ☒ **Mugshot**
- ☒ Capture Station and Investigative ☐ Investigative Only

- ☐ **Jail Management**
- ☐ CLEMIS Member located in Oakland County
- ☐ CLEMIS Member located outside Oakland County

- ☐ **OakVideo** (CLEMIS Member located outside Oakland County)

- ☐ **Crime Mapping Application**

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

- ☐ **Pawn Application**

- ☒ **Fire Records Management System In Oakland County**

- ☒ Phase I ☐ Phase II

- ☐ **Fire Records Management System Outside Oakland County**

- ☒ **Fire Department Data Extract** (Provide third party vendor information below)

- ☒ In Oakland County ☐ Outside Oakland County

Vendor Name: Fire Modules LLC

Address: PO Box 1681, Clarkston, MI 48347

Contact: Brian Collins Phone: _____

Email: bcollins@clearresolutions.com

- ☒ **CRASH Report Payment Amount: \$ 5.00**

- ☒ **Enhanced Access Fee Disbursement Instructions**

- ☐ Disbursement when Requested ☒ Disbursement Quarterly

Make Check Payable to: City of South Lyon

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

COUNTY: _____
CLEMIS Division Manager _____ Date _____

PUBLIC BODY: _____ City of South Lyon
Title/Name: _____ Mayor Dan Pelchat _____

Signature: _____
_____ Date _____

(to be completed by Public Body)

EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE

INTRODUCTION

ArcGIS Online ("AGO") is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 004545 and herein referred to as the "Enterprise Agreement," which can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request). The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County's AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the "License Agreement") and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1. DEFINITIONS

- 1.1. "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County's AGO portal by Public Body.
- 1.2. "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body's access to or use of County's AGO portal.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. Deployment. County shall deploy AGO Named User accounts to Public Body as specified in the Enterprise Agreement without fee or cost to Public Body.
- 2.2. Access Management. County shall deploy AGO Named User accounts to Public Body through County's Service Center. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise Agreement.

- 2.3. Support. County's Information Technology (I.T.) Department shall pass through updates and provide Tier 1 Support to Public Body for applicable AGO use without fee or cost to Public Body.
- 2.4. Administration of CVT Acknowledgement Statement. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A) in accordance with paragraph 3.1, County shall provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. Execution of CVT Acknowledgement Statement. Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body.
- 3.2. Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, and any applicable laws, rules, and regulations when accessing or using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has received and reviewed the License Agreement.
- 3.3. Amendments to License Agreement. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the License Agreement relating to the access or use of AGO. Amendments to the License Agreement can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreement.
- 3.4. New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. New agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide

notice to Public Body when it becomes aware that Public Body must comply with any new agreements.

- 3.5. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- 3.6. Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self-registration to access or use AGO.
- 3.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 3.4. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

4. LICENSED USE AND ACCESS

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

**ADDENDUM A
EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE**

CVT ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")** have entered into an Enterprise Agreement (EA), identified as Agreement No. **312130**, formerly 2014ELA719, and several amendments to that EA. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during years two (2) and three (3) of the EA. Deployment of ArcGIS Online by County to CVTs and CVTs use of the ArcGIS Online is subject to the terms of the License Agreement (Esri contract no. 2014MLA7199) contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement and the following requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the following requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

Additionally:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 3.2, Beta License, of the General License Terms and Conditions—E204 in the License does not apply to CVT.
- (2) Section 4.1f. Consultant Access, of the General License Terms and Conditions—E204 in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to US Export Control Regulation requirements outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to the License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

(CVT)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING**

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1. DEFINITIONS

- 1.1. "Geographic Information System Data" or "GIS Data" means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2. "Access Oakland Product" means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3. "Consultants, Contractors or Subcontractors" mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4. "Third Party" means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. The County agrees to provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and

service marks (collectively the Content) are owned by the County or licensed to the County by Third Parties who own the Content. The Content is protected by copyright, trademark and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

- 3.2. All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3. Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4. Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5. Public Body shall require any and all of its Consultants, Contractors or Subcontractors who, on behalf of Public Body, want access to GIS Data and/or Access Oakland Products described in this Agreement to execute a written agreement by which Public Body's Consultants, Contractors or Subcontractors agree to the provisions in the following subparagraphs. Public Body shall provide an original of the fully signed and executed agreement described in this paragraph to the County prior to the Public Body's Consultants, Contractors or Subcontractors accessing the GIS Data and/or Access Oakland Products.
 - 3.5.1 Public Body's Consultants, Contractors or Subcontractors shall be bound by the terms and conditions of this Agreement;
 - 3.5.2 Public Body's Consultants, Contractors or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except those authorized by Public Body in relation to the performance of its official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors or Subcontractors shall return to Public Body all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6. Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all other requests, not related to this Agreement, to

purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4. LICENSED USE AND ACCESS

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

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

INTRODUCTION

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. ("Pictometry"), which contains several license agreements ("License Agreements") that can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement ("Licensed Products"), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

1. OAKLAND COUNTY RESPONSIBILITIES

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County's Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement

(which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

2. PUBLIC BODY RESPONSIBILITIES

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. Amendments to the License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.

- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, which can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements. Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.
- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

3. LICENSED USE AND ACCESS

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

ATTACHMENT A
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name:

Authorized Subdivision Address:

Authorized Subdivision Email Address:

Authorized Subdivision Phone
Number:

Authorized Subdivision Attn:

Pictometry Licensed Products:

Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas, Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Pictometry International Corp.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: _____

ATTACHMENT B
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT

Contractor Name: _____

Type of Contractor entity: _____

Contractor Address: _____

Governmental Entity that Contractor
is performing work on behalf of: _____

Contractor Attn: _____

Effective Date: _____

Term: _____

Pictometry Licensed Products: _____
Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified above ("Contractor") and is effective beginning on the Effective Date listed above for the Term as set forth above, at which time this Agreement will automatically terminate.

Whereas, Pictometry and the County of Oakland, Michigan previously entered into a license agreement wherein the Governmental Entity identified above was given access to and use of certain products identified above ("Pictometry Licensed Products"). The Governmental Entity has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, in order for Contractor to fulfill its contractual obligations to the Governmental Entity.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

1 Grants of Rights; Restrictions on Use

- 1.1** Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.
- 1.2** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof.

ATTACHMENT B

- 1.3** Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).
- 1.4** Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.
- 1.5** Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

2 Disclaimers

- 2.1** The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 2.2** The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 2.3** All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 2.4** Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 2.5** While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.
- 2.6** Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.
- 2.7** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.
- 2.8** Pictometry and each third party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.
- 2.9** Contractor waives any and all rights Contractor may have against Pictometry, each third party supplier of any portion of the Pictometry Licensed Products, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products.

3 Warranty

- 3.1** THE PICTOMETRY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF THE PICTOMETRY LICENSED PRODUCTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4 Limitation of Liability

- 4.1** No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.
- 4.2** "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Pictometry Licensed Products or third party alliance entity and their affiliates.
- 4.3** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.
- 4.4** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

5 Miscellaneous

- 5.1** Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.
- 5.2** Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.
- 5.3** Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately

ATTACHMENT B

- cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.
- 5.4** Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.
- 5.5** All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.
- 5.6** Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.
- 5.7** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.
- 5.8** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 5.9** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Contractor

Pictometry International Corp.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Effective Date: _____

AGENDA NOTE

MEETING DATE: December 11, 2017

PERSON PLACING ITEM ON AGENDA: City Manager/Clerk/City Attorney

AGENDA TOPIC: Resolution Changing the Nominating Petition Deadline to Coincide with Michigan Election Law

EXPLANATION OF TOPIC: The City has been notified that the nominating petition deadline contained in Section 3.8 of the City Charter is different than the nominating petition deadline provided for in Michigan election law which was amended by Public Act 276 of 2012 which reflects a due date for nominating petitions fifteen (15) weeks prior to an odd year general election. MCL 168.644e. The 15-week deadline contained in the Michigan Election Law supersedes the City's Charter provision. According to the Home Rule City Act, MCL 117.3b(3), "Notwithstanding any charter provision, the City may provide by resolution for any election provision that is inconsistent with the Michigan Election Law, 1954 PA 116, MCL 168.1 to 168.992." The accompanying resolution would change the City's nominating petition deadline to coincide with the 15-week deadline provided for in MCL 168.644e in the Michigan Election Law.

In addition, the MML recommends that the City annotate its Charter to reflect the current 15-week nominating petition deadline as provided for under state law, MCL 168.644e.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Resolution
- Chapter 3 of the City Charter including Section 3.8
- MCL 168.644e
- MCL 117.3b(3)

POSSIBLE COURSES OF ACTION: Approve/Deny/No Action/Postpone

RECOMMENDATION: Approve

SUGGESTED MOTION: Motion to Approve the Resolution Changing the City of South Lyon Nominating Petition Deadline to Coincide with Michigan Election Law

RESOLUTION NO. ____-17

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

**A RESOLUTION CHANGING THE NOMINATING PETITION
DEADLINE TO COINCIDE WITH MICHIGAN ELECTION LAW**

WHEREAS, Section 3.8 of the current City of South Lyon Charter ("City Charter") provides that every person desiring to become a candidate for City elective office must file a nominating petition with the Clerk before four o'clock in the afternoon, local time, on the forty-ninth (49th) day preceding each election; and

WHEREAS, the Michigan Election Law, Public Act 116 of 1954, was amended by Public Act 276 of 2012, and provides that the deadline for the filing of non-partisan nominating petitions is 15 weeks before an odd year election where no primary election is held for such City office, and more specifically MCL 168.644e, as amended under PA 276 of 2012, states that the candidate nomination petition filing deadline is "4 p.m. on the fifteenth Tuesday before the odd year general election;" and

WHEREAS, the current language in the City Charter pertaining to the deadline for the filing nominating petitions for each regular city election is superseded by the Michigan Election Law, and the City desires to conform its Charter language to the applicable non-partisan nominating petition deadline provided for in the Michigan Election Law; and

WHEREAS, Section 117.3b(3) of the Home Rule City Act, Public Act 279 of 1909, states, "Notwithstanding any charter provision, the city may provide by resolution for any election provision that is consistent with the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992;"

THEREFORE, BE IT RESOLVED, that candidate nominating petitions for regular city elections shall be filed with the Clerk no later than 4 p.m. on the 15th Tuesday before the odd year November general election;

BE IT FURTHER RESOLVED, that the Clerk shall cause an annotation to be added to Section 3.8 of the City Charter stating, "[NOTE: The Charter language pertaining to the deadline for filing nominating petitions for regular city elections is superseded by Section 644e of the Michigan Election Law, Public Act 116 of 1954, as amended by Public Act 276 of 2012. The candidate nomination petition filing deadline is 4:00 p.m. on the 15th Tuesday before the odd year November general election.]"

BE IT FURTHER RESOLVED, that all resolutions, and parts of resolutions in conflict herewith, are to the extent of such conflict, repealed.

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].

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on
_____, 2017.

Lisa Deaton
City Clerk
South Lyon

CHAPTER 3

ELECTIONS

QUALIFICATIONS OF ELECTORS:

Section 3.1 The residents of the City having qualifications of electors in the State of Michigan shall be eligible to vote in the City when duly registered.

ELECTION PROCEDURE:

Section 3.2 The election of all City officers shall be on a non-partisan basis. The general election statutes shall apply and control all procedures relating to City elections, including qualifications of electors, establishment of precincts, verification of petitions, registration of voters and voting hours. The Clerk shall give public notice of each City election in the same manner as is required by law for the giving of public notice of general elections in the State.

PRECINCTS:

Section 3.3 The election precincts of the City shall remain as they existed on the effective date of this Charter unless altered by the Election Commission according to Statute. The Council shall establish convenient election precincts in accordance with this Charter and Statutes.

ELECTION COMMISSION:

Section 3.4 An Election Commission is hereby created consisting of the City Clerk as Chairman, the City Attorney and the City Assessor. The Election Commission shall appoint the Board of Election Inspectors of each precinct and have charge of all activities and duties required of it by law relating to the conduct of elections in the City. The compensation of the election personnel shall be determined, in advance, by the Council.

REGULAR CITY ELECTION:

Section 3.5 A regular City election shall be held on the first Tuesday in November in each odd numbered year.

SPECIAL ELECTIONS:

Section 3.6 Special elections shall be held when called by resolution of the Council at least forty-nine (49) days in advance of such election or when required by law. Any resolution calling a special election shall set forth the purpose of such election.

ELECTIVE OFFICERS AND TERMS OF OFFICE:

Section 3.7

(a) The elective officers of the City shall be a Mayor and four Councilmen.

(b) ~~At each regular City election there shall be elected at large a Mayor and two Councilmen.~~
~~The term of office of the Mayor shall be for two years and the term of office of the~~

~~Councilmen shall be for four years with all terms commencing at eight o'clock p.m. local time on the Monday next following the regular City election at which they were elected.~~

- (b) At each regular election there shall be elected at large a Mayor and three Councilpersons. The term of office of the Mayor shall be for two years and the term of office of the Councilmen shall be for four years with all terms commencing at eight o'clock p.m. local time on the Monday next following the regular City election at which they were elected.

***Section 3.7 (b) Amended by the electorate at the November 2, 2004 General Election.

NOMINATIONS:

~~Section 3.8 The candidates for elective office shall be nominated from the City at large by petitions, blanks for which shall be furnished by the City Clerk. Each such petition shall be signed by not less than twenty-five (25) nor more than fifty (50) registered electors of the City and shall be filed with the Clerk's office before four o'clock in the afternoon, local time, on the forty-ninth (49th) day preceding each election. Each elector signing shall add his residential street and number and the date of signature. No electors shall sign petitions for more candidates for any office than the number to be elected to such office, and should he do so, the signatures bearing the most recent date shall be invalidated. No petition shall be left for signatures in any public place. When a petition is filed by persons other than the person whose name appears thereon as a candidate, it may be accepted only when accompanied by the written consent of the candidate.~~

Section 3.8 The candidates for elective office shall be nominated from the City at large by petitions, blanks for which shall be furnished by the City Clerk. Each such petition shall be signed by not less than twenty-five (25) nor more than fifty (50) registered electors of the City and shall be filed with the Clerk's office before four o'clock in the afternoon, local time, on the fourth (4th) Tuesday in the month of August preceding each election. Each Elector signing shall add his residential street and number and the date of signature. No electors shall sign petitions for more candidates for any office than the number to be elected to such office, and should he do so, the signatures bearing the most recent date shall be invalidated. No petition shall be left for signatures in any public place. When a petition is filed by persons other than the person whose name appears thereon as a candidate, it may be accepted only when accompanied by the written consent of the candidate.

***Section 3.8 Amended by the electorate at the November 3, 2009 General Election.

APPROVAL OF PETITIONS:

Section 3.9 The Clerk shall accept only nomination petitions which conform substantially with the forms provided by him and which contain the required number of valid signatures for candidates having these qualifications required for the respective elective City offices as set forth in the Charter. The Clerk shall forthwith after the filing of the petitions, notify in writing any candidate whose petition is then known not to meet the requirements of this section, but the failure to so notify any candidate shall in no way prevent a final determination that the petition does not meet such requirements. Within three days after the last date for filing petitions, the Clerk shall make his final determinations as to the validity and sufficiency of each petition and whether or not the candidate has the qualifications required for his respective elective City office, and shall write his determinations thereof on the face of the petition, and shall notify immediately in writing the candidate whose name appears thereon of his determinations. Any candidate whose petitions are

found insufficient may file an amended petition not later than the fortieth (40th) day prior to the election. Thereafter no further petitions may be filed. Withdrawal of a candidates name from consideration on the ballot must be made in writing and in conformance with the time allowed by Statute.

FORM OF BALLOT:

Section 3.10 The ballots for all elections under this Charter shall conform to the printing and number of ballots as required by Statute, except that no party designation or emblem shall appear on any City ballot.

CANVASS OF VOTES:

Section 3.11 The Board of Canvassers designated by Statute as being permitted to Cities for canvass of votes on candidates and issues, shall canvass the votes of all City elections following each regular or special City election at a time and place designated by Statute. The Clerk shall notify in writing the successful candidates of their election and do so immediately upon receipt of the results from the Board of Canvassers.

TIE VOTE:

Section 3.12 If at any City election there shall be no choice between candidates by reason of two or more persons having received an equal number of votes, then the determination of the election of such candidates shall be by lot as provided by Statute.

MICHIGAN ELECTION LAW (EXCERPT)
Act 116 of 1954

168.644e Nomination at primary election; candidate filing deadline or certification deadline.

Sec. 644e. Except as provided in section 642, an officer required to be elected at the odd year general election shall be nominated at the odd year primary election. Until December 31, 2013, if a charter provides for nomination by caucus or by filing a petition or affidavit directly for the general election, the candidate filing deadline or certification deadline shall be 4 p.m. on the twelfth Tuesday before the odd year general election. Beginning January 1, 2014, if a charter provides for nomination by caucus or by filing a petition or affidavit directly for the general election, the candidate filing deadline or certification deadline shall be 4 p.m. on the fifteenth Tuesday before the odd year general election. Until December 31, 2013, if a charter provides for the election at the primary of a candidate who receives more than 50% of the votes cast for that office, the candidate filing deadline or certification deadline shall be 4 p.m. on the twelfth Tuesday before the primary. Beginning January 1, 2014, if a charter provides for the election at the primary of a candidate who receives more than 50% of the votes cast for that office, the candidate filing deadline or certification deadline shall be 4 p.m. on the fifteenth Tuesday before the primary.

History: Add. 1970, Act 239, Imd. Eff. Dec. 22, 1970;—Am. 2003, Act 302, Eff. Jan. 1, 2005;—Am. 2010, Act 44, Imd. Eff. Mar. 31, 2010;—Am. 2012, Act 276, Eff. Aug. 16, 2012.

Popular name: Election Code

THE HOME RULE CITY ACT (EXCERPT)
Act 279 of 1909

***** 117.3b SUBSECTION (1) DOES NOT APPLY AFTER DECEMBER 31, 2006: See subsection (2)

117.3b Terms of office; staggered terms; resolution; initial terms; applicability of subsection (1).

Sec. 3b. (1) Notwithstanding any charter provision, the city may provide by resolution for the terms of office of its elected officials and for staggered terms.

(2) The initial terms established under subsection (1) may be longer than allowed under the charter in order to facilitate the staggering of terms. This subsection does not apply after December 31, 2006.

(3) Notwithstanding any charter provision, the city may provide by resolution for any election provision that is consistent with the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

History: Add. 2005, Act 64, Imd. Eff. July 7, 2005.

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

November 09, 2017

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

Invoice # 1069477

In Reference To: General Labor Matters

Professional Services Rendered Through November 6, 2017

	<u>Hrs/Rate</u>	<u>Amount</u>
10/23/2017 PAA Telephone conference with City Manager regarding police arbitration; Preparation of note to file	0.40 160.00/hr	64.00
10/26/2017 PAA Preparation for Police Union Arbitrations	1.30 160.00/hr	208.00
10/30/2017 PAA Receipt/review and respond to correspondence from opposing counsel regarding POLC Arbitration	0.20 160.00/hr	32.00
PAA Receipt/review correspondence regarding DC plan for new hires	0.10 160.00/hr	16.00
10/31/2017 PAA Telephone conference with City Manager regarding labor issues	1.10 160.00/hr	176.00
PAA Telephone conference with opposing counsel and witness regarding health care grievance; Preparation of exhibits for hearing	1.70 160.00/hr	272.00
For professional services rendered	<u>4.80</u>	<u>\$768.00</u>
Previous balance		\$80.00

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

	<u>Amount</u>
10/25/2017 Payment - thank you. Check No. 72778	<u>(\$80.00)</u>
Balance due	<u><u>\$768.00</u></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

November 09, 2017

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

Invoice # 1069478

In Reference To: Michigan Tax Tribunal Matters

Professional Services Rendered Through November 6, 2017

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>Loop Wtr's Edge/Docket 17-1933</u>			
10/10/2017	SSM Receipt/review of Notice of Order in related case; Correspondence regarding same	0.30 130.00/hr	39.00
	SSM Review related order issued in Centerpoint v. Grand Rapids	0.60 130.00/hr	78.00
Subtotal:		[0.90	117.00]
<u>McDonald's/Docket 17-001243</u>			
10/5/2017	SSM Receipt/review of Order Granting Motion to Compel; Correspondence regarding same	0.30 130.00/hr	39.00
10/13/2017	SSM Receipt/review of discovery response; correspondence regarding same	0.50 130.00/hr	65.00
	SSM Preparation of Party in Interest discovery requests	0.80 130.00/hr	104.00

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

	<u>Hrs/Rate</u>	<u>Amount</u>
10/24/2017 SSM Analysis regarding deficiencies in Petitioner's discovery responses; Correspondence to Petitioner's Attorney regarding same	1.30 130.00/hr	169.00
SSM Receipt/review of email from Petitioner's attorney; Note to file	0.20 130.00/hr	26.00
Subtotal:	[3.10	403.00]
For professional services rendered	4.00	\$520.00
Previous balance		\$2,008.00
10/25/2017 Payment - thank you. Check No. 72778		(\$2,008.00)
Balance due		\$520.00

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

November 09, 2017

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

Invoice # 1069479

In Reference To: City Attorney Retainer Work

Professional Services Rendered Through November 6, 2017

		<u>Hours</u>
<u>Alexander Center</u>		
10/22/2017	TSW Review of submission for Zoning Board of Appeals appeal and variance	0.50
10/25/2017	TSW Telephone conference with S Khan, attorney for Alexander Cent, regarding appeal/variance request	0.10
	TSW Multiple telephone conferences with Planning Director regarding Alexander Center request for appeal/variance	0.20
10/26/2017	TSW Review City background documents regarding Alexander Center, site plan approval, site plan conditions, request for modification of parking/occupancy restrictions	1.00
	TSW Review Zoning Ordinance for appeal/variance authority for Alexander Cent request; legal research regarding MZEA and MPEA regarding appeal from administrative decision	0.50
	TSW Telephone conference with Planning Consultant regarding Alexander Center request for appeal/variance	0.20

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

		<u>Hours</u>
10/27/2017	TSW Inspect documents at City Hall regarding Alexander Center site plan and Freedom of Information Act response	1.30
	TSW Telephone conference with Attorney for Alexander Center, S. Khan, regarding appeal/variance application	0.10
10/30/2017	TSW Continued review of submission to Zoning Board of Appeals on behalf of Alexander Center and analysis for responding and continued review of background documents	0.70
	TSW Correspondence to and from Planning Director regarding newspaper deadlines for notices	0.10
	TSW Telephone conference with S Khan regarding submission to Zoning Board of Appeals on behalf of Alexander Center	0.30
10/31/2017	TSW Correspondence to S Kahn regarding Zoning Board of Appeals request	0.30
	SUBTOTAL:	[5.30]
	<u>Arcadis</u>	
10/2/2017	TSW Review ASTI draft report and BP offered assurance letter	0.20
	TSW Correspondence to and from G Taylor of Arcadis regarding status	0.10
10/4/2017	TSW Telephone conference with G Taylor at Arcadis regarding status	0.10
	TSW Correspondence to and from ASTI regarding report status	0.10
10/5/2017	TSW Telephone conference with G Taylor of Arcadis regarding status; Receipt/review correspondence clarifying Arcadis request for City execution of restrictive covenant	0.40

City of South Lyon
City Attorney Retainer Work

		<u>Hours</u>
10/6/2017	TSW Receipt/review correspondence from ASTI environmental regarding updated report for Arcadis request for approval of restrictive covenant for 128 S. Lafayette	0.10
10/12/2017	TSW Telephone conference with ASTI regarding status	0.10
	TSW Review ASTI report, draft restrictive covenant, draft closure report executive summary, deeds and background documents	0.50
	TSW Correspondence to and from City Manager regarding Arcadis proposed restrictive covenant and status	0.10
10/13/2017	TSW Continued preparation of correspondence to City Manager regarding Arcadis request for execution of restrictive covenant and supporting materials	0.90
	TSW Multiple correspondence to and from City Manager regarding status of Arcadis restrictive covenant issue	0.10
10/30/2017	TSW Telephone conference with and correspondence to and from environmental consultant regarding status and request to attend council meeting	0.30
	TSW Correspondence to and from City Manager regarding status of Arcadis request for approval of restrictive covenant on 128 S. Lafayette and next steps	0.30
10/31/2017	TSW Correspondence to City Manager and environmental consultant and City Engineer regarding status of Arcadis request and request to attend council meeting	0.60
	TSW Correspondence to and from G Taylor at Arcadis regarding status of request for restrictive covenant and date for council meeting	0.20
SUBTOTAL:		[4.10]

			<u>Hours</u>
<u>City Council</u>			
10/5/2017	TSW	Attend Special Council Meeting	2.00
10/9/2017	TSW	Review Council packet and minutes of 9/25/17 council meeting	0.30
	TSW	Attend Council meeting	2.80
10/22/2017	TSW	Review 10/9/17 council minutes and council agenda packet	0.30
10/23/2017	TSW	Attend City Council meeting	4.60
SUBTOTAL:			<hr/> [10.00]
<u>Comcast</u>			
10/2/2017	TSW	Continued review of Comcast submission requesting Uniform Video Franchise Agreement	0.50
10/4/2017	TSW	Telephone conference with former City Manager regarding cable franchise agreements pre-2007	0.20
10/5/2017	TSW	Review Comcast revised Attachment 1 for completeness and deadlines for City action	0.20
10/12/2017	TSW	Correspondence to City Manager regarding Comcast request for Uniform Video Franchise Agreement and resolution to approve	0.60
10/13/2017	TSW	Continued preparation of correspondence to Council regarding Comcast request for uniform video franchise agreement and agenda note and supporting material	1.20
	TSW	Continued preparation of correspondence to Comcast regarding completeness of submission for uniform video franchise agreement	0.10

			<u>Hours</u>
10/20/2017	TSW	Correspondence to and from K Mazurek at Comcast regarding status of request for Uniform Franchise Agreement	0.10
10/25/2017	TSW	Correspondence to and from Clerk regarding next steps after Council approval of Comcast request for Uniform Franchise Agreement	0.10
SUBTOTAL:			[3.00]
<u>District Court Prosecutions</u>			
10/2/2017	CDS	Telephone conference with client	0.10
10/3/2017	CDS	Receipt/review of Judge Law's 10/10/17 Docket	0.10
	CDS	Receipt/review of Judge Bondy's 10/10/17 Docket	0.10
	SGM	Prosecute morning docket of Pretrials	4.00
10/4/2017	CDS	Preparation of Denial/Review ()	0.30
	CDS	Telephone conference with ()	0.10
	CDS	Telephone conference with client ()	0.20
10/6/2017	MDH) Correspondence to Defendant and Ordinance Officer enclosing Default Judgment ()	0.20
	MDH	Telephone conference with Ordinance Enforcement Officer ()	0.30

		<u>Hours</u>
10/6/2017	MDH Telephone conference with defense counsel ()	0.50
	CDS Review of Incident Report/Denial ()	0.40
	CDS Telephone conference with ()	0.10
	CDS Telephone conference with client ()	0.10
10/10/2017	CDS Correspondence to South Lyon Police Department and Defense Counsel regarding Discovery ()	0.20
	CDS Receipt/review of Judge Reeds' 10/17/17 Docket	0.10
	MDH Telephone conference with Ordinance Code Enforcement Officer ()	0.30
	SGM Prosecute morning docket of Pretrials	3.50
	CDS Receipt/review of Request for Discovery ()	0.20
10/17/2017	CDS Prosecute morning docket	3.30
10/20/2017	CDS Receipt/review correspondence from - Inventory	0.20
10/26/2017	CDS Receipt/review of Judge Brady's 10/31/17 docket	0.10
	CDS Receipt/review of Judge Reeds' 10/31/17 docket	0.10
	CDS Receipt/review of Judge Law's 10/31/17 docket	0.10

		<u>Hours</u>
10/31/2017	CDS Prosecute morning docket	4.00
	CDS Receipt/review of Registration ()	0.20
	CDS Receipt/review of Judge Bondy's 11/7/17 docket	0.10
	CDS Receipt/review of Judge Law's 11/7/17 docket	0.10
	SUBTOTAL:	[19.00]
	<u>Elections</u>	
10/5/2017	TSW Attend Election Commission meeting	0.30
10/11/2017	TSW Review information regarding conflict between state election law and city charter regarding deadline for submission of nominating petitions; review of City Charter and legal research regarding same	1.50
	TSW Research regarding write-in votes and election law	0.20
10/12/2017	TSW Correspondence to City Manager regarding plan to address conflict regarding deadline for submission of nominating petitions in State law and Charter	0.10
10/17/2017	TSW Research regarding election law requirements for write-in candidates and obligation to tabulate results	1.00
10/18/2017	TRS Review election law issue regarding write-in ballot tabulation	0.30
	TSW Review of Charter and Election law for issues relating to transition and seating of new council members and issues relating to mayoral write-in issues	1.60

		<u>Hours</u>	
10/18/2017	TSW Telephone conference with City Manager regarding process of swearing in and seating newly elected Council members and Mayor and related issues	0.20	
	TSW Correspondence to Clerk regarding city clerk and board of canvasser procedures for tabulating votes on write-ins	0.10	
10/27/2017	TSW Attend election public accuracy test	0.70	
	SUBTOTAL:	[6.00]	
	<u>General City Attorney Work</u>		
10/2/2017	TSW Review and redact JRSJ invoice for services rendered in August 2017 and correspondence to City Manager regarding same	0.20	No Charge
10/6/2017	TSW Telephone conference with City regarding safety and security concerns at City Hall and research regarding same	0.30	
10/9/2017	TSW Telephone conference with City Manager regarding MERS options and Police Department Clerk replacement	0.30	
	TSW Begin research regarding Collective Bargaining Agreement provisions relating to MERS changes	0.40	
	TSW Telephone conference with City Manager regarding Council agenda items	0.50	
10/10/2017	TSW Telephone conference with Auditor regarding update on any pending litigation	0.10	
	TSW Receipt/review correspondence from City Manager regarding election issue	0.10	
	TSW Correspondence to and from City Manager regarding election issue	0.10	

			<u>Hours</u>
10/10/2017	TSW	Telephone conference with Council Member Parisien regarding City Manager evaluation	0.20
	TSW	Legal research regarding city building security and options	0.40
	TSW	Correspondence to Mayor regarding City Manager evaluation process	0.20
			No Charge
10/11/2017	TSW	Receipt/review correspondence from and telephone conference with City Manager regarding City Manager evaluation process and status of upcoming Council Agenda items	0.40
10/12/2017	TSW	Receipt/review correspondence from Planning Director regarding Alexander Center submission	0.60
	TSW	Continued legal research and investigation regarding city building security options	1.20
10/13/2017	TSW	Telephone conference with Council Member Kivell regarding truck turns in downtown and City Manager evaluation process	0.20
10/17/2017	TSW	Telephone conference with Economic Development Director regarding DDA issue	0.10
	TSW	Review City's collective bargaining agreements for provisions authorizing changes to retirement plan for new hires	0.30
10/18/2017	TSW	Telephone conference with City Manager regarding liquor license ordinance, minor in possession ordinance amendment, council agenda items, Alexander Center appeal, City Manager evaluation process, city park issue	0.80
10/19/2017	TSW	Telephone conference with Council Member Kramer regarding Council agenda	0.10
	TSW	Telephone conference with City Manager regarding West End rezoning and appeal option and Council agenda and City Manager performance evaluation procedure	0.10

		<u>Hours</u>
10/20/2017	TSW Telephone conference with Council Member Kivell regarding Council agenda	0.20
	TSW Analysis of personnel issue, review of personnel manual and harassment policy	0.60
	TSW Review of open meetings act, MCL 15.268(a) and employee request for closed session for performance review and preparation for Council meeting	0.80
	TSW Research regarding City authority to grant use variance under MZEA and review of zoning ordinance	0.60
10/23/2017	TSW Telephone conference with Council Member Kramer regarding Council Agenda - closed session item	0.10
	TSW Receipt/review correspondence from business owner regarding liquor license ordinance	0.10
	TSW Review agenda note, letters, franchise agreement and statute regarding Comcast request for Uniform Video Franchise Agreement for Council meeting	0.20
10/25/2017	TSW Review information regarding Oakland County amendments to IT Services Intergovernmental Agreement	0.10
10/26/2017	TSW Review city's collective bargaining agreements and provisions authorizing changes in retirement plan for new hires	0.60
10/27/2017	TSW Legal research regarding effect of proposed changes to retirement plan on collective bargaining agreements	0.80
	TSW Receipt/review correspondence from Economic Development Director regarding MST ownership change and plans for expansion and improvements	0.10
	TSW Attend meeting with City Manager regarding MERS and procedures and requirement for changes to retirement plan and Receipt/review email from City Manager regarding resolutions and agreements for establishing direct contribution plan	0.40

		<u>Hours</u>	
10/30/2017	TSW Correspondence to City Manager regarding safety and security concerns at City Hall	0.30	
	TSW Review LARA Bureau of Medical Marihuana Regulation Bulletin on licensing procedures and details	0.10	No Charge
	TSW Review of Council meeting and packet regarding motion to proceed with MERS DC plus plan; review of collective bargaining agreements for authority to create DC plan for new hires and issues relating to negotiations of details	0.80	
10/31/2017	TRS Work on reasonable accommodation request and process with T. Wilhelm	0.20	
	GLD Wireless Regulation: Review State Senate Bill 637	0.20	
	TSW Review city contract for garbage hauling	0.20	
	TSW Telephone conference with City Manager regarding Alexander Center, Arcadis, MERS, personnel, garbage hauler contract, labor arbitration, new council member orientation	0.30	
	TSW Correspondence to and from Police Chief regarding draft letter regarding safety and security at City Hall	0.30	
	TSW Receipt/review of IT services intergovernmental agreement from Oakland County and amendments	0.20	
	SUBTOTAL:	[13.80]	
	<u>Michigan Seamless Tube</u>		
10/2/2017	TSW Review of Bankruptcy filings and Plan of Reorganization	0.40	

			<u>Hours</u>
10/6/2017	TSW	Correspondence to City Manager regarding updates on MST bankruptcy reorganization plan	0.50
10/12/2017	TSW	Correspondence to City Manager regarding modification of debtor's plan of reorganization	0.30
SUBTOTAL:			<u>1.20</u>
<u>Ordinance Amendment</u>			
10/2/2017	TSW	Update Agenda Note and correspondence to City Manager regarding information fro second reading and council agenda packet	0.10
	TSW	Legal research regarding PA 357 and 358 and legislative analysis of Senate Bills 332 and 333 regarding changes to state law regarding minor in possession	1.30
	TSW	Preparation of agenda note for ordinance amendment to conform City Code of ordinances to state law changes	1.30
	TSW	Continued research regarding state law allowing soliciting in right-of-way and conditions	0.50
10/3/2017	TSW	Correspondence to and from and telephone conference with City Manager regarding meeting of liquor licensing ordinance subcommittee	0.10
	TSW	Preparation for meeting of subcommittee on liquor licensing ordinance	0.50
	TSW	Receipt/review correspondence from Economic Development Director regarding criteria for consideration of liquor license application	0.10
	TSW	Attend meeting of subcommittee on liquor licensing for review and revision of draft ordinance	2.60
	TSW	Review of PA 89 changing effective date of PA 357 and 358 relating to minor in possession	0.20

		<u>Hours</u>
10/4/2017	TSW Review PA 89 and status for effect on effective date of PA 357 and 358 regarding minor in possession and preparation of revised language for ordinance amendment	0.40
	TSW Correspondence to Council regarding new legislation and impact on effective date of draft ordinance amendment	0.20
10/5/2017	MJZ Continued preparation of revisions to Zoning Ordinance to incorporate updated and expanded wireless facilities provision	3.00
	TSW Continued preparation of correspondence to Council explaining new legislation changing effective date of state law changes in minor in possession laws and correspondence to City Manager regarding same for Council packet	0.40
	TSW Review and begin revisions to draft liquor license ordinance based on subcommittee comments	1.50
10/6/2017	MJZ Continued preparation of draft Zoning Ordinance revisions regarding wireless facilities	2.20
10/9/2017	TSW Review for Governor signature on PA 89 changing effective date of changes to Minor in Possession laws	0.20
10/15/2017	TSW Additional research regarding issues for liquor license ordinance and revise and edit draft ordinance	1.00
10/16/2017	TSW Revise and update Agenda Note for minor in possession ordinance amendment	0.20
10/17/2017	TSW Continued revisions of liquor license ordinance and correspondence to City Manager regarding status of revised ordinance	0.80
10/24/2017	TSW Receipt/review of multiple correspondence regarding scheduling subcommittee meeting with local license holders	0.10
		No Charge

			<u>Hours</u>
10/25/2017	TSW	Edit/revise Minor in Possession ordinance amendment and correspondence to clerk regarding same for publication	0.20
10/26/2017	TSW	Continued review and analysis of liquor license ordinance and issues for subcommittee meeting	1.20
SUBTOTAL:			<hr/> [18.10]

Personnel

10/26/2017	TSW	Continued review of Personnel Manual and personnel issues and correspondence to employees regarding Personnel Manual and harassment policy	0.40
10/27/2017	TSW	Research regarding stand-alone personnel manual policies	0.60
	TSW	Correspondence to and from City Manager regarding personnel manual and policies	0.10
	TSW	Attend meeting with City Manager regarding personnel matters	1.30
	TSW	Attend meeting with Bookkeeper regarding personnel question	0.10
10/30/2017	TSW	Correspondence to and telephone conference with Bookkeeper regarding personnel matter	0.30
	TSW	Legal research regarding personnel matter	1.80
10/31/2017	TSW	Telephone conference with City Manager regarding personnel issue	0.10
	TSW	Analysis of personnel issue	1.30
SUBTOTAL:			<hr/> [6.00]

			<u>Hours</u>
<u>West End Industrial</u>			
10/2/2017	TSW	Review Thomas Duke marketing brochure for the West End property and correspondence to City Manager and Planning Consultant regarding rezoning status	0.30
10/5/2017	TSW	Receipt/review correspondence from City Manager to applicant attorney regarding expert layout plan for West End property	0.10
10/9/2017	TSW	Review and assemble basic background documents for council meeting	1.60
	TSW	Additional review of consultant reports and materials and preparation for meeting	0.90
SUBTOTAL:			[2.90]

<u>Zoning Board of Appeals</u>				
10/12/2017	TSW	Correspondence to Planning Director regarding Alexander appeal/variance submission	0.20	
SUBTOTAL:			[0.20]	

		<u>Amount</u>
For professional services rendered	89.60	\$10,215.00

Additional charges:

		<u>Qty/Price</u>	
<u>Arcadis</u>			
10/13/2017	Photocopies - Restrictive Covenant	47 \$0.20	\$9.40

	<u>Qty/Price</u>	<u>Amount</u>
SUBTOTAL:		[\$9.40]
<u>City Council</u>		
10/9/2017 Color Photocopies - City Council Meeting	82 \$0.50	\$41.00
SUBTOTAL:		[\$41.00]
<u>District Court Prosecutions</u>		
10/12/2017 Photocopies - Plea Forms	20 \$0.20	\$4.00
SUBTOTAL:		[\$4.00]
<u>Michigan Seamless Tube</u>		
10/12/2017 Photocopies - pleadings to client	81 \$0.20	\$16.20
SUBTOTAL:		[\$16.20]
<u>West End Industrial</u>		
10/9/2017 Photocopies - West End rezoning documents	790 \$0.20	\$158.00
SUBTOTAL:		[\$158.00]
Total costs		\$228.60
Previous balance		\$9,000.00
10/25/2017 Payment - thank you. Check No. 72778		(\$9,000.00)

City of South Lyon
City Attorney Retainer Work

Page 17

Amount

Balance due

\$10,443.60

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

Lynne Ladner

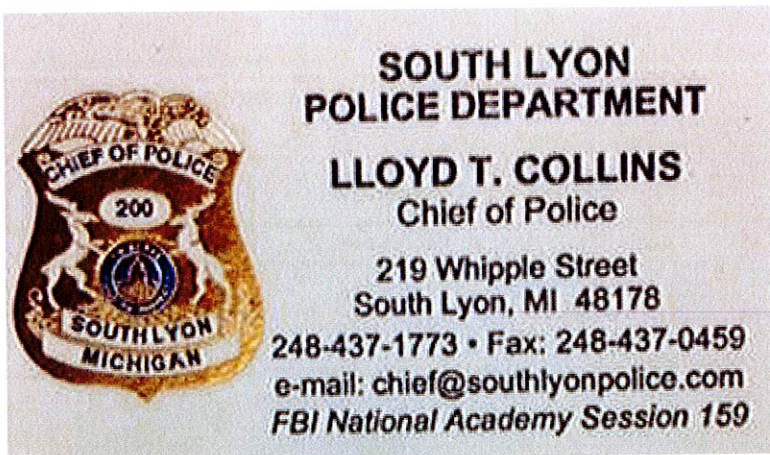
From: Lloyd Collins <chief@southlyonpolice.com>
Sent: Thursday, November 30, 2017 2:02 PM
To: Lynne Ladner
Cc: Chris Sovik
Subject: FW: Police Presence

Good Afternoon Lynne,

Please consider inclusion of the below message in the City Council packet for the meeting of December 11, 2017.

Thank you,

Lloyd



From: Linda Williams [mailto:linda.williams@saintjosephsouthlyon.org]
Sent: Thursday, November 30, 2017 1:35 PM
To: Lloyd Collins
Subject: Police Presence

Dear Chief Collins.

Just wanted to let you know that I have been receiving comments from the parish community at large, and they are very happy to see the patrol cars moving in and around the parking lot during Mass times. They tell me that they feel more secure and at ease with the random police presence. Since publishing the awareness article in the parish bulletin, members are becoming more open and comfortable in talking about basic safety procedures and precautions. We have begun to dialogue with leadership among the various parish communities to raise awareness. On Saturday, December 30th, we will be hosting a safety seminar for the parish ushers and various other key members of the parish community to help educate them further.

Thank you, again, for deploying officers the churches. It has had an immediate and beneficial impact on the parishioners.

Linda Williams, saint Joseph Parish Manager

Lynne Ladner

From: MERS of Michigan <news@mersofmich.com>
Sent: Monday, December 04, 2017 5:03 PM
To: Lynne Ladner
Subject: Update on the Retirement Reform Bills Introduced

Having trouble viewing this email? [View it in your browser](#) .



Pension Reform Updates

As we updated you last week, both the House and Senate introduced identical 16 bills in each chamber focused on changes to retiree pension and health care benefits as well as developing a fiscal stress system. [Senate Bill 686](#) & [House Bill 5298](#) are the main bills in the package and creates the **Protecting Local Government Retirement and Benefits Act**. Please see a [detailed summary of this act here](#).

As the fiduciary and administrator for the majority of pension plans in the state we have the following issues in implementing these bills.

[Senate Bill 686](#) & [House Bill 5298](#) Concerns

Section 4a.(c) Reopening Defined Benefit Retirement Systems, will prohibits a local unit of government from reopening or reoffering a defined benefit plan after the defined benefit plan has been closed to new hires.

Mandating that closed defined benefit plans cannot reoffer a defined benefit plan, may inadvertently prohibit future transitions to hybrid plans. In addition not allowing plans to reopen, eliminates local control and in some cases prevents them from making the most cost-effective decision for their community. Some communities have found that defined benefit or hybrid plans can be more cost-effective than their prior defined contribution plan by establishing fiscally responsible plan designs and sustainable cost-sharing with employees. Local governments should continue to be able to manage their plans based on their fiscal and employee workforce needs which allow them to attract and retain personnel. Additionally, the proposed law is intended to limit financial risk and should not prevent a local government that has made prudent financial decisions from continuing to do so.

[Senate Bill 690](#) & [House Bill 5310](#) Concerns

These modifications fundamentally change the structure in which groups can leave MERS. Based on the MERS statute that was created in 1945, if a group wants to leave MERS defined benefit, a vote of the people is required. Based on your feedback, in 2013 MERS Retirement Board did change the process for exiting the MERS defined contribution plan to a majority two-thirds vote of the governing body.

As you know, in the MERS defined benefit plan each municipality's retirement plan is maintained in a separate trust, which gives our members the benefits of pooling resources for investments while maintaining the integrity and individuality of each plan. Since we co-mingle assets for investment purposes, it is important that we have sound cash-flow projections. Today our \$10 billion portfolio is allocated in such a way that ensures liquidity of assets to pay for the expected retirement benefits each month. If however, groups are able to leave the system without a fair and balanced process, the stability of the entire pool would be in jeopardy.

We are actively working with legislators and stakeholders on these issues. In addition, we are working to clarify [Senate Bill 700 & House Bill 5311](#) to ensure that groups actively in the process of bonding aren't negatively impacted by the change in sunset date to 12/31/2017.

It is still anticipated that lawmakers will take testimony on the bills this week, with the goal of taking action before the end of this session. We also expect that ongoing amendments will be made as part of the process, including changes based on MERS feedback. We are committed to keeping you informed and will provide regular updates as information becomes available.

This email was sent to lladner@southlyonmi.org

[Forward this email to a friend](#) .

Not interested in receiving Pension Reform Updates anymore? [Unsubscribe](#).



MERS of Michigan
1134 Municipal Way
Lansing, MI 48917
[Corporate Website](#)
800.767.MERS (6377)



A message from SEMCOG, the Southeast Michigan Council of Governments

December 4, 2017

Contact: [Bill Anderson](#) (313-938-4409)

House and Senate Legislation Impacts all Local Governments with Pension Plans or Retiree Health Care

Legislation was introduced on Thursday in both the Michigan House and Senate that may be enacted into law by next week that will have considerable impacts on all local government defined benefit pension plans and any community that offers retiree health care benefits. This would include cities, villages, townships, counties, and authorities, but would not include schools or state agencies. The legislation could eliminate the health care benefits for many current and future retirees and require many local governments to increase funding for pension and OPEB plans. The bills include Senate Bills 686-701 and the identical House Bills 5298-5316.

Key features of the legislation that will impact any local government with a defined benefit pension or who offer retiree health care benefits:

- Prohibit the provision of retiree health care, dental, or vision coverage if the retiree and their dependents have access to comparable coverage through either another employer or another pension plan.
- Prohibit the provision of health care, dental, or vision coverage to retiree dependents if they have access to comparable coverage through another employer or pension plan.
- Require local governments to prefund retiree health care costs with a required contribution for the normal cost being phased in between 2019 and 2023.
- Require actuarial studies be presented prior to approving any material changes to enhanced health care or pension benefits.
- Require local governments that provide retiree health benefits to place the funding for the benefits in an irrevocable trust, funds of which may not be used for any other purpose.
- Prohibit any person first elected or appointed to local office after July 1, 2018 from receiving a defined benefit pension for that service, except for County Sheriffs.
- Prohibit the use of a rolling, open, or any other adjustable amortization method for unfunded liabilities after 2020.
- The State Treasurer shall promulgate rules for what assumptions will be used when calculating unfunded liabilities for pensions and prefunded health benefit irrevocable trusts.

The legislation further defines which pension systems or retiree health care systems will be considered underfunded by the state and will be subject to further review for possible corrective actions. **A system will be considered underfunded if:**

- The health care reserve fund has assets that are less than 30 percent of the calculated future obligation of the system. Beginning in 2023, the percent funded necessary to be considered safely funded will increase by five percent every five years.
- A review will be triggered if the cost of providing retiree health care exceeds 10 percent of the general fund budget of the governmental unit.
- A defined benefit pension plan will be considered underfunded if it is less than 60 percent funded in its latest actuarial report. The funding requirement will increase by five percent every five years beginning in 2023.
- The defined benefit pension funds of a local government will be considered a concern and trigger a review if the payments to the plans exceed 10 percent of the annual general fund budget of the community.

If any of the four categories are identified as existing in a local government, it will trigger a review by the State Treasurer. Depending on the severity of the situation, the local government can be given time to correct the

situation or the local government may be required to implement significant corrective actions. The legislation calls for the formation of a Local Government Stability Board comprised of three members representing the Governor, Senate Majority Leader, and Speaker of the House to oversee the most serious situations.

Corrective options outlined in the legislation include:

- Increase employer contributions.
- Require additional employee contributions.
- Alter the debt structure through eligibility requirements, copayments, drug prescription coverage, or other plan modification.
- Seek a proposal for a dedicated millage to support the pension plans.
- Limit the amount paid for health care benefits by:
 - Creating a maximum for each coverage category. Example: \$1,500 for single subscribers; \$2,500 for married couples.
 - Pay no more than 80 percent of the coverage costs.
 - Create a total cap on the amount the local government will pay for health insurance.
 - Require all individuals to enroll in Medicare parts A and B.
 - Eliminate health benefits for individuals employed after a specific date.

If a local government enters into an agreement that includes a plan of corrective action and the local government fails to implement the plan, an emergency manager may be assigned to manage that entity.

Discussion of Issues

Health Care Coverage Divestiture

The legislation forces local government retirees and their dependents out of the local government's retirement health plans and onto the rolls of other employer or retirement systems if they qualify for a comparable plan, with the purpose of divesting the cost of health care on others. While some private companies have decided to be the insurer of last resort, this has significant implications for retirees and local governments. Each component for health care – health, dental, vision – is subject to this requirement and implemented separately. So a person could have health coverage from employer A, dental coverage from retirement system B, and vision coverage from retirement system C.

This single piece of legislation could throw into question the health care coverage of an unknown but very large number of individuals. All of this must be implemented in six months. Individuals with preexisting conditions could especially be vulnerable to significant negative impacts.

The legislation leaves the issue of deciding if a plan is comparable to the discretion of the governing body of the unit of government. Health care plans have so many variables involving coverage and costs that creating one standard of what is comparable will undoubtedly be difficult and contentious. This is likely why the legislation leaves this issue to local discretion. The legislation also does not specify what happens when a retiree and their spouse are covered by two different local governments that require the other to cover the couple.

Financial Impacts on Local Governments

Any local government that offers retiree health care must begin to make "normal cost" payments to begin the process of prefunding health care beginning in 2019. However, by not prefunding as of this date, they automatically would be found to be underfunded and subject to review by the State Treasurer and may be remanded to the Local Government Stability Board. This legislation will mean that those communities must shift additional budget resources to retirement costs by next year, and increase that support substantially not only to make the normal cost payments but to get to at least 30 percent funded based on the state's discretion.

The second issue that will likely have a financial impact on any local government with a defined benefit pension or who offers retiree health benefits is the issue that the State Treasurer will establish rules on appropriate actuarial assumptions to be used by the public pension plans in this state. Actuarial assumptions are the variables used to calculate how much money needs to be set aside each year to ensure that there will be enough money to pay all obligations of the system. While there are a laundry list of assumptions, the most prominent is the investment rate of return. Since the basis of the pension system is to determine how much a dollar put into the system today will be worth in 30 years, small changes in the assumption of how much interest income will be generated over 30 years can significantly impact how much must be deposited today.

If the proposed assumptions by the Treasurer are significantly different from those used by a current system, it can drastically change the unfunded liability. A community that believes it is well funded may fall into the category of being underfunded once new assumptions are used. A local government with a pension system that is operating in an overly optimistic manner may find that this change may expose a significant financial weakness. On the flip side, if the actuarial assumptions are overly conservative it will force increased


contributions to pension systems that may not be needed, causing significant financial stress in local governments.

The third area that may have a large fiscal impact in the future is the language regarding amortization of unfunded liabilities. There has been considerable concern in the past that too little has been done to pay off unfunded liabilities, with pensions continually pushing off additional funding requirements. That being said, not allowing flexibility in situations where unfunded liabilities have increased due to a large drop in the investment markets – which may also manifest itself in significant drops in local government revenue – are going to happen on a periodic basis (think Great Recession). There needs to be some flexibility in these very long-term obligations so that they do not unnecessarily exacerbate problems for ongoing operations.

 Send to a friend

SEMCOG - Southeast Michigan Council of Governments • 1001 Woodward Avenue, Suite 1400, Detroit, Michigan 48226
313-961-4266 • Fax: 313-961-4869 • Staff e-mail: lastName@semcog.org • www.semcog.org

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To unsubscribe from receiving any SEMCOG information, [click here](#).

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MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

November 20, 2017

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

RE: Playground Equipment Review

Dear Ms. Ladner:

Thank you for meeting with me on October 17, 2017. The purpose of the visit was to conduct a risk review of the city owned playground equipment. This review is intended to augment your organization's risk management program. The scope of my review addressed primarily the following exposures:

Recommendations:

- Develop a pre-season/seasonal playground site safety inspection program. Document each inspection as conducted.
- When repairing a piece of equipment, access to the piece should be closed. Post signage stating "No Access - Under Construction".
- Level the material under the swing seats. Raise the swing seats to reduce the amount of material kick out.
- The rubber coating over the metal on the clatter bridge is cracked and enhances the chance for rust. Tighten up the connection pieces to reduce the gap between the platform and the bridge. This is a pinch hazard.
- The blue colored slide should have a covered chute at the entrance to the slide.
- The tube slide is separated from the platform. Clean out the debris in the gaps and caulk them with silicone.
- The metal slide is separated from the platform. Clean out the debris in the gaps and caulk them with silicone. A metal slide should be positioned east. North/south position allows more sun exposure on slide bed surface with increased potential to burn a user.
- The play structures metal platforms and stairways have a cracked coating that enhances metal degradation. Repair /replace the metal platforms. Contact the manufacturer for recommendations as discussed during my review.

- Replace the heavy tire swing with a lighter style. Heavy tire swings are no longer acceptable the risk of blunt force trauma exists.
- Replace the S hooks on swings with new style of connector.
- Purchase materials and equipment from commercial vendors to repair the playground pieces. Any in house design/equipment changes for repairs must be approved in writing from the manufacturer to avoid assuming design liability.

MMRMA Services and Resources:

MMRMA's risk control consultants specialize in public-entity risk management in all municipal areas, including law enforcement, fire/EMS, public services, corrections, and parks & recreation. In addition to onsite visits and consultations, MMRMA offers a library of model policies and other resources in the "Members Only" section of our website, www.mmrma.org. Member employees can request a login and subscribe to newsletters and training announcements and view upcoming committee meetings, training, and important deadlines.

MMRMA also helps members mitigate loss exposures through Risk Avoidance Program (RAP) and (CAP) grants. Applicants can request reimbursement for specialized equipment, risk reduction initiatives, training, and accreditation programs. Details about grants are available on the website. Please contact me whenever you have questions regarding available services, training, or resources.

I appreciate you and your staff making my visit productive and enjoyable. If I may assist you now or in the future, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "T. Van Doren / SP". The signature is stylized with a large "T" and a cursive "Van Doren".

Terry Van Doren, CPSI, CYSA
Risk Control Consultant

cc: MMRMA Risk Manager

ROAD COMMISSION FOR OAKLAND COUNTY COST ESTIMATE FOR
HAWK PEDESTRIAN CROSSING FOR CLINTON RIVER TRAIL ON
9 MILE ROAD, WEST OF PONTIAC TRAIL

ESTIMATED BY: D. DENEAU


DATE: NOVEMBER 21, 2017

	QTY.	UNIT	UNIT PRICE	TOTAL
MATERIALS:				
TRAFFIC SIGNAL EQUIPMENT:				
1W-3C-SA 12" HAWK LED	4	EACH	\$239.00	\$956.00
SIGN, TYPE IIIB	2	EACH	\$300.00	\$600.00
1W-1C-BA 12" LED (COUNTDOWN)	2	EACH	\$350.00	\$700.00
PEDESTRIAN PUSHBUTTON W/SIGN	2	EACH	\$250.00	\$500.00
CONTROLLERS & EQUIPMENT:				
CONTROLLER (MOD52) W/ M CABINET	1	EACH	\$8,500.00	\$8,500.00
60 AMP SAFETY SWITCH	1	EACH	\$500.00	\$500.00
CABLE:				
7/C#14	400	FEET	\$0.26	\$104.00
BOTTOM TETHER	60	FEET	\$1.00	\$60.00
POLES:				
30' ANCHOR BASE STEEL POLE (W/BOLTS)	2	EACH	\$3,800.00	\$7,600.00
MISCELLANEOUS MATERIALS				\$1,000.00
SUBTOTAL:				\$20,520.00
MATERIAL HANDLING:			10%	\$2,052.00
TOTAL MATERIALS:				\$22,572.00
LABOR:				
	#MEN	#HRS	RATE	TOTAL
ELECTRICIANS	2	84	\$28.00	\$4,704.00
LABORERS	2	24	\$23.00	\$1,104.00
INSPECTION	1	48	\$26.00	\$1,248.00
ENGINEERING & SUPERVISION				\$512.00
DESIGN				\$1,000.00
SUBTOTAL:				\$8,568.00
FRINGE BENEFITS:			136%	\$11,652.48
TOTAL LABOR:				\$20,220.48
EQUIPMENT RENTAL:				
	#HRS		RATE	TOTAL
BOOM TRUCK	60		\$45.00	\$2,700.00
AUGER TRUCK	24		\$45.00	\$1,080.00
VAN	48		\$12.00	\$576.00
TOTAL EQUIPMENT RENTAL:				\$4,356.00
CONTRACTOR WORK:				\$12,000.00
DETROIT EDISON CHARGES:				\$1,000.00
SIGNS AND PAVEMENT MARKINGS:				\$2,000.00
SUBTOTAL:				\$62,148.48
ADMINISTRATIVE OVERHEAD:			18%	\$11,186.73
TOTAL ESTIMATED COST:				\$73,335.21

December 2017

JANUARY
 S M T W T F S
 1 2 3 4 5 6
 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
 28 29 30 31

NOVEMBER
 S M T W T F S
 1 2 3 4
 5 6 7 8 9 10 11
 12 13 14 15 16 17 18
 19 20 21 22 23 24 25
 26 27 28 29 30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
 <p>3 Girl Scouts 7:30-4pm</p>	<p>4</p>	<p>5</p>	<p>6 Historical Commission 10am</p>	<p>7</p>	<p>8 Girl Scouts 7:00-5:30pm</p>	<p>9</p>
<p>10</p>	<p>11</p>	<p>12</p>	<p>13</p>	<p>14 Pearl Harbor Remembrance Day</p>	<p>15</p>	<p>16</p>
<p>17 Radio Club 6:30</p>	<p>18</p>	<p>19</p>	<p>20 Solid Rock 6:30 First Day of Hanukkah</p>	<p>21 Mom's Club 7-9pm</p>	<p>22</p>	<p>23</p>
<p>Girl Scouts 7:30-4pm</p>	<p>Club Scouts, 6-8pm PK 32, Pan 8</p>	<p>26</p>	<p>27 Solid Rock 6:30</p>	<p>28 Winter Begins</p>	<p>29</p>	<p>30</p>
<p>24 Christmas Eve</p>	<p>25 Christmas Day</p>	<p>26 Kwanzaa Begins Boxing Day (Canada)</p>	<p>27 Solid Rock 6:30</p>	<p>28</p>	<p>29</p>	<p>30</p>
<p>24 New Year's Eve</p>	<p>31</p>	<p>31</p>	<p>31</p>	<p>31</p>	<p>31</p>	<p>31</p>

